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OUR FILE: 7902
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August 31, 1988

RE: Henderson Road NPL Site

Ms. Gerallyn Downes-Valls
U.S. Environmental Protection Agency, Region 3
PA CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Street, Sixth Floor
Philadelphia, PA 19107

HAND-DELIVERED

Dear Ms. Downes-Valls:

This will serve to respond to EPA's Request for Information letter dated August 3, 1988, addressed to The Budd Company with regard to the Henderson Road NPL Site. The Budd Company secured an extension of time until September 1, 1988 to respond to this inquiry.

This response has been prepared after consultation with and at the request of my client, The Budd Company, which has reviewed and approved this submission.

Preliminarily, as the documents reflect, The Budd Company plant which used ABM Disposal Company or William O'Hara (who we understand was the owner/operator of the Henderson Road Site), for disposal was the former Budd Polychem Division plant located on Front and Ford Streets, in Bridgeport, PA. (hereinafter "Bridgeport Plant"). The Budd Company owned this plant prior to 1970 and until it was sold to Fred H. Fellows in 1976 (See discussion regarding Response to Paragraph 9).

In 1974, The Budd Company announced that the Bridgeport Plant would close, and by the fall of 1975, Budd had moved its operations (and the personnel who had not been laid off) to Budd's then new Polychem Division Headquarters in Phoenixville, PA. Most of the

operations previously conducted by Budd at Bridgeport were not transferred to Phoenixville. Harry Felton (now retired), the Purchasing Manager at Budd's Bridgeport Plant, and later the Phoenixville Plant, who made arrangements with contractors for waste disposal throughout the 1970s, has advised the undersigned that neither ABM Disposal Company nor Mr. O'Hara's company was utilized as a waste disposal firm by Budd's Phoenixville Plant in the 1970's.

Response to Paragraph 9

The Budd Company is a wholly owned subsidiary of Thyssen A.G., a West German Corporation. The Budd Company's subsidiaries are Freeway Truck Parts; Milford Fabricating Co.; Waupaca Foundry Inc., Woodings Verona Tool Works Inc., and Connelly Skis, Inc.

Budd and Continental Fibre Company were always separate, unrelated corporate entities. We understand that Continental Fibre Company has not been in business for some time. An offer was made to purchase Budd's Bridgeport facility in November 1974, by Fred H. Fellows, President, Fibre Materials Corporation of Plainview, New York. On December 17, 1975, an Agreement of Sale was entered into between The Budd Company and Mr. Fellows, in which Mr. Fellows agreed to purchase from The Budd Company the lot, buildings and improvements known as the Bridgeport Plant, including substantially all machinery, equipment and fixtures. Prior to the settlement in May 1976, Budd leased the Bridgeport Plant premises to Continental Fibre Company, Inc. for the period commencing February 1, 1976, for the manufacture, storage and sale of paper, paper board and allied products and for an office. Mr. Fellow signed the lease agreement as Chairman, Board of Directors, Continental Fibre Company, Inc. This new company hired many former employees of Budd and resumed the manufacture of vulcanized fibre. Thus, Budd's response is limited herein to information concerning waste disposal by Budd only. Copies of documents pertinent to the lease and sale of the Bridgeport Plant will be made available to EPA, at its request at the offices of the undersigned.

Response to Paragraph 10

The Budd Company interprets Paragraph 10 as seeking the identity of companies or individuals who may have assumed environmental liabilities of The Budd Company in connection with its former Bridgeport Plant. The Budd Company is not responsible for any liabilities in connection with the Bridgeport Plant arising from disposal from that plant of any hazardous substances after January 30, 1970, when the premises were leased for Continental Fibre Company. During Budd's operation of the Bridgeport Plant, it entered into contracts for waste disposal with certain disposal firms providing that those firms would indemnify Budd from any and all liability for pollution. These contracts are discussed below.

Response to Paragraph 12

The Budd Company has had no environmental impairment policies. The Budd Company has had primary general liability coverage with Liberty Mutual Insurance Company (through June 30, 1971; $1 million limit) and with the Travelers Insurance Companies (between August 1, 1976 and October, 1976; $1 million limit). Since October, 1976, Budd has been self-insured (up to $1 million). The Budd Company also has maintained excess and umbrella policies with additional carriers.

Response to Paragraph 11

The undersigned counsel for The Budd Company currently has custody of all existing original Budd documents pertaining to waste generated and disposed of from the Bridgeport Plant. These documents were searched for, and collected in connection with other inquiries, subpoenaes and litigation pertaining to substances generated, or disposed of from the Bridgeport facility during the time period in question, including the Enterprise Avenue site; United States v. Wade, U.S. Dist. Ct. E.D. Pa., Civil Action No. 79-1426, (Wade Site); United States v. Tyson, et al, U.S. Dist. Ct., E.D. Pa., Civil Action No. 84-2663 (Tyson's Lagoons), and United States v. New Castle County, et al., U.S. Dist Ct., Del., Civil Action No. 80-489 (Tybouts Corner Landfill). Searches were conducted at The Budd Company Polychem Division headquarters in Phoenixville, PA, of all documents of any nature in connection with the nature, generation, testing of all waste materials, and the disposal contractors utilized during the entire period when the Bridgeport Plant was operating. When the Bridgeport Plant closed, some records maintained at the Bridgeport Plant (notably the files of the Purchasing Manager, and some accounts payable records) were transferred to Budd's new Polychem Division plant, in Phoenixville. In addition, specifications for raw materials used in the Bridgeport Plant, to the extent they existed, were obtained. These records are in the possession of the undersigned. In addition, prior to the close of Budd's Technical Center, the undersigned secured the complete files pertaining to the Bridgeport Plant which contain process specifications, technical studies on products and processes, waste analyses, correspondence, reports and other documents pertaining to environmental materials at Bridgeport. Any other records which may have existed at Bridgeport at one time, would have been destroyed in the normal course of The Budd Company's business, and in accordance with its record retention policy (pertinent portions of which we attached hereto (Attachment "A"), or alternatively, may have been destroyed in connection with a flood which occurred in 1972 at the Bridgeport facility as a result of Hurricane Agnes. In addition, it is believed that prior to its closing in the early 1970's, The Budd Company's Polychem Division headquarters, then located in Newark, DE., maintained some accounts receivable and other records pertaining to the Bridgeport Plant. When the Newark plant closed, records concerning waste disposal at the Bridgeport

Plant, if not transferred to Bridgeport, may have been destroyed at that time.

Finally, employees who had any significant knowledge or duties in connection with waste disposal at the Bridgeport Plant, are deceased or no longer employed by Budd. Among those former employees, many of whose names appear on the documents enclosed, include the following: Harry Felton (Purchasing Manager); John Hearn (Plant Manager); William Brennan, Sr. (Manufacturing Manager); E.C. Loughlin (Shipping and Receiving, and later invoicing responsibility); J.A. Madison (Materials Manager); N.J. Tuttle (Plant Engineer); W. P. Logan (Lab Supervisor); P.A. Lachenmacher (Foreman-Heavy Fibre); C.H. Kimball (Contract Review Manager); R.J. Smith (Shipping Foreman); F.A. Cain (Newark Purchasing Manager); Charles Medinger (Foreman-Phenolic Resin); J. Staley (Foreman - Paper Mill); J. Rittenhouse (Foreman - Paper Mill); Charles Mower (Shipping); Martin Costello (Shipping Department Foreman); J.A. Puzyn (Lab Technician); R.W. Jones (Foreman); Dave Reed (Shipping Foreman); J.C. Collins; E.O. Haussmann (V.P. - Technical); and E.F. Hefferman (Production, Plant Manager); Joseph P. Sigg (Lab and Process Engineer); Thomas Ward (Materials Research and Environmental Affairs); and Frank Gillan. In connection with this Request for Information, Counsel for Budd interviewed the former Budd Company Purchasing Manager, Harry L. Felton, who has confirmed that no additional records exist.

Further information concerning searches for pertinent information are discussed in the deposition transcripts noted below.

Response to Paragraphs 1 through 8

I. Documents Available for EPA's Review at Kelly, Harrington, McLaughlin & Foster

According to depositions and documents, during the 1970s, there were three categories of waste materials concerning which the Bridgeport Plant utilized contractors: sludge, sewage, plant trash and liquid waste. Effluent was monitored by DER and went into the river. Budd did not haul its waste except to Rollins-Purle. See discussion below. In connection with other litigation, principally United States v. Wade, extensive depositions were taken of present Budd employees, or former employees in connection with, inter alia, the nature, quantities of waste and manner by which waste was generated, stored and disposed of at the Bridgeport Plant in the 1970's, as well as the nature of the searches for documents in connection with the Bridgeport Plant. While Wade involved disposal by ABM, litigation also focused on other haulers used by Budd during the relevant time. Additional information is also found in the U.S. v. Tyson files, which contains information pertaining to the use by Franklin P. Tyson, and his company, Fast Pollutant Treatments, of the Henderson Road Site. In U.S. v. New Castle County, et al., Budd was asked to produce witnesses and testimony concerning the Bridgeport Plant,

in the early 1970's, notwithstanding that the focus of that case was on Budd's former Newark, Delaware Polychem Division plant. These deposition transcripts are hereby made available to EPA for their review at the offices of Kelly, Harrington, McLaughlin & Foster. The undersigned counsel for Budd also has custody of litigation files, which include in addition to transcripts, Budd's Answers to Interrogatories, motions and briefs in connection with the aforesaid cases, which contain responsive information. These files will be made available to EPA, except to the extent that the files contain attorney work product or material subject to the attorney client privilege. It should be noted that EPA may have copies of some or all of these transcripts and litigation materials. Depositions most pertinent to EPA's inquiry are as follows:

1. Deposition transcripts of Harry L. Felton, former Purchasing Manager during the entire relevant time period, at the Bridgeport Plant, dated March 11, 1980, March 21, 1980, and January 20, 1984, taken in connection with United States v. Wade; deposition transcript of Harry L. Felton, dated October 10, 1984, in connection with United States v. Tyson, and deposition of Harry L. Felton, dated August 30, 1984 in connection with United States v. New Castle County. Mr. Felton's depositions contain a description of how Budd contracted with haulers, a lay description of the manufacturing processes, raw materials purchased for the processes, the nature and quantities of waste generated and removed from the plant; the identity of haulers with whom The Budd Company contracted for waste removal, the extent of knowledge of the disposition of waste materials, and other pertinent information.

2. Deposition transcript of Joseph P. Sigg in Wade, dated April 11, 1984. Mr. Sigg was employed by The Budd Company from 1958 until the Bridgeport Plant closed, in various positions including Quality Assurance Technician, Process Engineering Technician, Process Engineer, and Supervisor of Process Engineering. Mr. Sigg's deposition discusses (among other things) the processes which generated waste removed from the Bridgeport Plant, as well as analyses of this waste.

3. Deposition transcript of Thomas J. Ward in Wade dated April 12, 1984. Dr. Ward was employed by The Budd Company from 1961 until 1981. Dr. Ward held various positions with The Budd Company, and during the 1970s was Manager of Process Materials and Process Research, at The Budd Company's Technical Center. Dr. Ward discusses, among other things, his knowledge of waste processes, and environmental matters concerning the Bridgeport Plant.

II. Documents Produced Herewith In Connection With EPA's Request for Information Letter

In accordance with EPA's Request for Information, we are producing copies of Budd's documents pertaining to waste disposal contractors used by the Bridgeport Plant in the 1970's. The originals of these documents (to the extent they exist) may be reviewed by EPA at the

offices of Kelly, Harrington. Because EPA's inquiry requests information in the 1970's, we are not producing herewith documents for a prior period, unless EPA so requests.

A. O'Hara Sanitation Company: Sludge Disposal Records (Attachment "B")

As the aforesaid depositions indicate, sludge was generated from the Bridgeport Plant's paper making process. O'Hara Sanitation Company, Inc. was the contract hauler for the sludge during the relevant time period. O'Hara Sanitation Company, and beginning in 1975 William J. O'Hara, Inc., removed the sludge. Information concerning the nature of sludge and sludge removal by O'Hara is contained in some of the Felton depositions. There are no documents responsive to Paragraphs 3 and 4 of EPA's inquiry. The documents which have been located concerning sludge removal consist of the following:

(1) Acknowledgement Copies of Blanket Orders dated 12/18/69 through 1/13/75, are attached, (with the exception of a missing 1971 order) which refer to hauling and disposal of sludge and estimated prices for the year based on the number of loads by William J. O'Hara from the Bridgeport Plant. The Blanket Orders, except for the Order dated 12/31/69, which contains substantially similar language contain the language:

> "It is agreed, however, that the Corporation is not to be held responsible for any dumping by the contractor at any disposal place and that any loss of any nature en route to the place of disposal shall be the sole responsibility of the Contractor. The contractor shall be responsible for any violation of laws, ordinances or codes in the handling, or disposal of rubbish. 'Supplemental conditions' form attached is included as a definite part of this Order."

The original of these Blanket Orders would have been mailed to O'Hara, and would have contained the conditions on the back of the Blanket Order forms throughout the 1970's which contained clause 16, providing in pertinent part that:

> "Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property arising out of performance of this Order, including legal fees or costs in connection therewith".

Based upon this language and in response to Paragraph 10 of EPA's inquiry, Budd believes that O'Hara may be responsible for any liabilities of Budd in connection with the disposal of the sludge.

For quantity information, see estimated cost per truckload, per year, figures set forth in some of the 1970 Blanket Orders.

The Budd employees who may have had additional knowledge, and whose names appear on the Blanket Orders, M.J. Costello, F.J. Gillan and N. Tuttle are believed to be deceased.

(2) Letter from H.L. Felton, The Budd Company, dated 10/23/74 to O'Hara Sanitation Company, Inc. enclosing a copy of a laboratory analysis of paper mill sludge made by Betz Environmental Engineers, Inc.

(3) Handwritten note on Mr. Felton's disposal file stating "Per Accts Payable O'Hara for 1970, trash $22,953 - Sludge 10, 277".

(4) 2/14/72 Interoffice Memo prepared by H. Felton indicates O'Hara was used in 1971.

B. Trash Removal by O'Hara in the 1970's (Attachment "C")

During the 1970s, O'Hara Sanitation Company was the trash removal firm used by The Budd Company's Bridgeport Plant (See deposition transcripts of H. L. Felton in Wade, dated 3/11/80, 3/21/80). Attachment "C" includes all existing documents for the 1970's in connection with trash removal by O'Hara, including:

(1) Handwritten interoffice Budd memorandum dated 5/11/70 from Dave Reed to Elwood Loughin (both former Budd employees), referencing that Mr. O'Hara, who hauls Budd's trash, owns the site on Henderson Road.

(2) File memo prepared by Harry Felton dated 1/16/73 regarding O'Hara trash disposal. Mr. Felton advised the undersigned that the trash consisted of fibre trimmings, rags, dunnage (wrapping from rag bundles), office trash, and dust from dust collectors at the plant. O'Hara removed approximately one truckload and one compactor daily of trash; five days a week and at times one additional compactor load was hauled on Saturdays. An open truck was utilized, based upon Mr. Felton's recollection, to collect trash thrown down chutes in various departments. Mr. Felton did not know the frequency of the dust collections. The only person he could recollect who may have had this knowledge, Dave Tague, a Foreman, is deceased.

(3) Budd Blanket Orders addressed to O'Hara Sanitation Company, Inc. dated 1/22/73 and 1/16/74 covering the period 1/1/73 through 12/31/74. These are the only blanket orders which have been located and which are believed to exist, with regard to trash removal by O'Hara.

(4) Change order to trash removal contract dated October 14, 1974 to O'Hara Sanitation Company to cover cost to dispose of accumulation of drums of miscellaneous waste liquids. This item was requisitioned by W.J. Brennan, Sr., who is deceased.

(5) Miscellaneous notes from Mr. Felton's file referencing O'Hara and scrap resin drums, with notation "took to dump 10/14. Mr. Felton had no recollection concerning this note or change order (based on interview by counsel) or any drummed liquid waste which may have been removed by O'Hara (see deposition transcripts of H.L. Felton dated 3/21/80 in Wade and transcript of 8/30/84 deposition in New Castle County). The initials "SRM", on this note may have been those of Sam Mallozi, who is deceased.

C. Liquid Waste Disposal in the 1970s

As the aforesaid depositions of former Budd employees states, the principal waste stream of Budd's Bridgeport Plant consisted of cooker liquor waste, generated in the paper-making operation. In addition, during the 1970s, liquid vulcoid resin and vulcoid caustic wastes were generated by Budd's vulcoid fibre-making process. Moreover, prior to the latter part of 1972, Budd also generated a phenolic resin waste water from its phenolic resin manufacturing process. All of these liquid wastes were hauled away for disposal from Budd's Bridgeport Plant in tankers. The nature of these liquid wastes, and the processes which led to its generation, are set forth at length in the aforesaid deposition transcripts, particularly those taken in connection with United States v. Wade. In addition, enclosed herewith is The Budd Company's Pre-Trial Memorandum in United States v. Wade which summarizes these processes as well as Budd's position concerning the "hazardousness" of wastes generated by these processes (Attachment "D"). Attachment "E" hereto consists of waste analyses, process specifications and drawings. Raw material specifications and technical studies in connection with the industrial processes and products are available for review at Kelly, Harrington. Reference also is made to the deposition transcripts of H.L. Felton, J. Sigg, and T. Ward for further information concerning the generation of the liquid waste streams.

The aforesaid depositions and documents described below, indicate that William J. O'Hara, owner/operator of The Henderson Road Site did not contract with The Budd Company for the pickup and disposition of these liquid waste streams in the 1970's. Instead, during the 1970s (up until the plant closed) Budd's liquid wastes were disposed of by Fast Pollutant Treatments, Inc., Rollins-Purle (later called Rollins Environmental Services, Inc.), and ABM Disposal Service. Set forth below is a description of documents produced herewith in connection with each contractor. All documents produced below come from Accounts Receivable Records and Mr. Felton's waste disposal (Purchasing); except as otherwise noted.

1. Liquid Waste Disposal through 9/17/70: Fast Pollutant Treatments, Inc., 312 West Dekalb Pike, King of Prussia, PA 19406. (Attachment "F")

Attachment "F" includes the following Budd documents pertaining to the use of Fast Pollutant Treatments in the 1970's. See Mr. Felton's

deposition testimony. We have located no documents responsive to Paragraphs 3 and 4.

See also depositions of Franklin P. Tyson and Edward Palcko (a Tyson driver) taken in connection with United States v. Tyson, concerning their testimony regarding the disposition of Budd's liquid waste at O'Hara's dump. These transcripts are available for review at Kelly, Harrington.

(a) Blanket Orders, dated 11/20/69 and change order dated 11/21/69 and 12/30/69, to cover the cost of hauling liquid waste by Fast Pollutant Treatments (F. Tyson, President) from Budd's Bridgeport Plant from 11/24/69 through 12/31/70. All Orders were requisitioned by Mr. Costello.

(b) 2/14/72 Interoffice Memo prepared by H. Felton indicates that Fast Pollutant Treatments was not utilized after 9/17/70. Also, Mr. Felton testified in connection with United States v. Franklin Tyson on 10/10/84 that Mr. Tyson's services were terminated on September 17, 1970. See Mr. Felton's testimony in Tyson concerning the waste streams removed by Tyson during this period. He testified he had no knowledge of where the waste was disposed.

(c) Interoffice Memos dated 5/11/70 and 5/14/70 (authored by former Budd employees) state that at the time of the memos, Frank Tyson was using O'Hara's dump on Henderson Road.

In response to Paragraph 10 of EPA's Request for Information, it is The Budd Company's position that Fast Pollutant Treatments, Inc., or its principles, may be responsible for any liabilities of Budd relating to the Site by virtue of an agreement by Fast Pollutant Treatments, Inc. to indemnify Budd in the Purchase Order which states that in addition to having the requisite licenses, and that disposal is to be made in accordance with applicable law, that Fast Pollutant Treatments, Inc. would save Budd harmless in connection with the disposal. An acknowledgment signed by F.P. Tyson, President, also contains a Clause 6 in which he agrees to indemnify Budd for all liabilities in connection with the Purchase Order.

2. Liquid Waste Disposal 9/21/71-12/31/74: Rollins-Purle, Inc. (later called Rollins Environmental Services, Inc.) (Attachment "G")

Attachment "G" which contains copies of all Budd documents (from Mr. Felton's waste disposal file) pertaining to Rollins-Purle indicates that Rollins treated/disposed of all liquid waste streams of Budd until approximately April or May 1972, when ABM began picking up some of the cooker liquor. Budd drivers transported the waste to Rollins-Purle's facilities outside of Pennsylvania. See depositions of H.L. Felton for further information.

(a) Rollins-Purle contract dated 9/21/70, covering one year period, for accepting not greater than 3,500,000 gallons or less than 600,000 gallons per year for one year of industrial waste material defined as "waste cooker liquor". Rollins to indemnify Budd.

(b) Blanket Order dated 12/21/70 for cost of accepting cooker liquor waste, resin (phenolic waste), vulcoid caustic waste and vulcoid resin waste for period 9/21/70 to 9/20/71.

(c) Change Order dated 9/20/71 extending Blanket Order to 12/31/71 for accepting Budd's liquor waste.

(d) Blanket Order dated 1/3/72 to Rollins-Purle to accept Budd's cooker liquor effective 1/1/72 through 12/31/72.

(e) Change Order dated 2/25/72 to Rollins-Purle to accept and treat Budd's phenolic resin waste water.

(f) Memo from E. Loughin to S. Malozzi dated 5/30/72 stating that 2 loads per week of cooker liquor to be transported by ABM, other loads of cooker liquor and other waste streams to go to Rollins.

(g) Rollins-Purle invoice to Budd dated 8/23/72 for 4,400 gallons of phenol.

(h) Rollins-Purle invoice to Budd dated 8/21/72 for 4,500 gallons of phenol.

(i) Blanket order dated 1/23/73, effective 1/2/73 through 12/31/73, to cover cost of Rollins-Purle accepting cooker liquor, and phenolic resin waste.

(j) 5/31/73 Memorandum from J. Hearn to H.L. Felton, stating that Budd will haul one tanker per week (cooker liquor) to Rollins.

(k) Blanket Order dated 1/31/74, effective 2/1/74 through 12/31/74 to accept Budd's cooker liquor waste (last Blanket Order).

(3) Liquid Waste Disposal: 4/1/72 through 9/17/75-ABM Disposal Service (Attachment "H")

Attachment "H" consists of copies of all existing proposals, shipping documents, orders, accounts payable records, and correspondence in connection with ABM, which were once contained in Budd's files.

(a) Budd's memoranda concerning efforts made to determine how and where treatment/disposal would take place by ABM (with reference to Paragraph 8, of EPA's inquiry), see particularly Memos dated 1/25/72, 2/9/72, 3/20/72, 6/12/73, 7/19/73, 9/21/73, 10/15/73, 11/12/74 and New Jersey permits obtained from ABM.

(b) Blanket order dated 4/5/72 to ABM, for the period 4/1/72 through 3/31/73, to dispose of cooker liquor (approximately 500,000 gallons per year). Blanket Orders (and Change Orders) for disposal of cooker liquor dated 2/4/74, 3/22/74 and 12/26/74, covering the period through 12/3/75. Pick-up dates are noted in the file with the last cooker liquor pick up being 11/4/75.

(c) Order dated 10/22/74 for clean out and disposal of rag sludge waste from cooker liquor accumulation tanks on 10/14/74.

(d) Order dated 11/7/74 for disposal of four tank trucks of vulcoid caustic and vulcoid resin waste.

(e) Accounts Payable Records re ABM (with invoices and work tickets attached for period 12/73 through 11/4/75 (last pickup).

(f) Shipping Authorizations for cooker liquor, for period of 4/1/75 through 8/19/75 showing volumes of cooker liquor picked up by ABM, and shipping authorization of 8/27/75 for vulcoid waste.

(g) With reference to Paragraph 3 of EPA's inquiry,

(i) see letter dated 10/25/73 from H. Felton to U.S. Department of Labor, enclosing 3/29/73 analysis of cooker liquor hauled by ABM;

(ii) letters dated 2/21/79 and 3/9/79 between T.F. Rutkowski, Budd, to Chief, Industrial Waste Unit, City of Philadelphia (re Enterprise Avenue Site).

Additional information is contained in the aforesaid deposition transcripts, particularly those of Harry Felton in Wade. A review of the documents and deposition transcripts in Wade, including ABM driver depositions, do not indicate that Budd's waste was disposed of at the Henderson Road Site by ABM. In addition, a review of EPA's Litigation Data Base Sheets for Budd prepared in connection with Wade, do not show the Henderson Road Site as a dump site where Budd's waste may have been taken.

* * *

In providing the aforesaid information, Budd does not waive any available defenses it may have in connection with the Henderson Road NPL Site.

We would appreciate receiving all documents and information in the EPA's files pertaining to any connection between The Budd Company and the Henderson Road NPL Site.

Should you have any questions with regard to the above, please do not hesitate to contact the undersigned.

Very truly yours,

KELLY, HARRINGTON, McLAUGHLIN & FOSTER

BY: Jennifer Berke
JENNIFER BERKE

JB/jt
Enclosures
cc: Herman Foster, Esquire (Budd)
Wayne Walters, Esquire (EPA)
(w/o enclosures)

Attachment "A"

THE [illegible] COMPANY

CORPORATE
PROCEDURES
MANUAL

NUMBER CC-5-63

EFFECTIVE DATE April 1, 1963
Revised: February 8, 1

PAGE 1 of 1

COMPTROLLER'S DIRECTIVE

ISSUED BY J. M. Boyton, Comptroller

SUBJECT

Record Retention

The Record Retention Manual prepared by Management Information Services provides for the yearly review of the active and inactive records by each component. Records that can be disposed of in accordance with the retention schedule are to be discarded by May 1st of each year.

Responsible Controllers or heads of Corporate Services are to notify the Corporate Comptroller by May 1st of each year, that in their opinion, all unnecessary records have been disposed of.

THE BUDD COMPANY

RECORD RETENTION

PAYROLL			
FC Maint. Adj. Sheets	2 yrs.	1980 to present	
Bank Statements	2 "	" " "	
Payroll Checks Cancelled	2 "	" " "	
Time Cards	2 "	" " "	
Premium Payments Benefit Plan	2 "	" " "	
Earnings Registers	6 "	1976 to Present	
Bond Registers	6 "	" " "	
Tax Registers	Permanently		
Receipts Registered Mail	1 yrs.		
ACCOUNTS RECEIVABLE			
Bills of Lading	2 yrs.	1980 to present	
Customers Purchase Orders	3 yrs.	1979 " "	
Claims (with carriers)	2 "	1980 " "	
Invoices and Credits	3 "	1979 " "	
Sales Orders	6 "	1976 " "	
Sales Register	10 "	1972 " "	
ACCOUNTS PAYABLE			
Bank Statements	2 yrs.	1980 to present	
Petty Cash Slips	3 yrs.	1979 " "	
Invoices and Credits	3 yrs.	" " "	
Cancelled Voucher Checks	6 "	1976 " "	
(acct rec) Remittance Advices (copy of checks)	3 "	1979 " "	
Payables Register (check register etc.)	10 "	1972 " "	
Cash Receipts & Disbursements Ledgers	Permanently		
GENERAL LEDGER			
Ledgers & Journals	Permanently		
Financial Statements	"		
Trial Balances	6 yrs.	1976 to present	
Work Papers	6 "	" " "	
Budgets	2 "	1980 " "	
Forecasts	1 "		
INVENTORY			
Inventory Tickets	1 yrs.		
Cost Summary & Supporting Records	3 "	1979 to present	
Physical Inventory Records	3 "	" " "	
EMPLOYEES RELATIONS			
Individual Employee Records	6 yrs. after termination		
Disability & Sick Benefits Records	6 yrs.	1976 to present	
Workmens Comp. Claims	20 "	1962 " "	
Accident Reports	Permanently		

AR200932

INTER-OFFICE CORRESPONDENCE

The Dexter Corp.

CORPORATE
(PLANT/OFFICE)

DATE: October 19, 1982

FROM: D. R. Krause

TITLE AND/OR OFFICE: Corporate Manager Materials

TO: Messrs. F. C. Bernatt
G. J. Bever
E. F. Bilikiewicz
R. G. Bortel
A. C. Capolingua
M. J. Certa
H. L. Felton
G. D. Grossheim
H. T. Haas
(Mrs.) S. J. Howe
J. W. Jakstys
G. J. MacLellan
W. A. Nelson
E. F. Papiernik
C. E. Pyle
R. Smith
J. F. Stoerrle
G. M. Tarnacki
R. E. Tracy

cc: W. J. Cronin
H. Foster
D. W. Manning

cc: T. F. Rutkowski
W. J. Crighton

RE: RECORDS RETENTION - PURCHASING

This memo will serve as a policy notice regarding record retention periods for the Purchasing Departments until such time that a formal procedure is issued.

All records and documents related to a purchase contract (i.e. purchase orders, bid quotations, correspondence related to the contract, etc.) will be retained for a period of fifteen (15) years. Other purchase documents and instruments such as purchase requisitions, internal reports, miscellaneous correspondence, etc. will be retained for three (3) years.

D. R. Krause

mw

AR200933

Attachment "B"

PORTATION CHARGES ON INVOICE AT ATTACH PRE-PAID FREIGHT BILL.

POLYCHEM DIVISION
NEWARK, DELAWARE 19711

42881

DATE	TERMS	F.O.B.	REQ. NO.	ISSUING PLANT
12/12/69	Net	Bpt Pa	F.J.Gillen 11/24	NEWARK

TO
WILLIAM J. O'HARA
422 WEST FOURTH STREET
BRIDGEPORT, PENNSYLVANIA

SHIP TO
NEWARK, DELAWARE 19711
BRIDGEPORT, (MONT. CO.) PA. 19405

THIS IS A BLANKET ORDER

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT
		To cover hauling and disposal of waste (sludge) from our waste disposal plant in Bridgeport, Pa. EFFECTIVE FROM 1/1/70 THRU 12/31/70		
		Truck to be spotted and left at location - we to advise when loaded and ready to be taken out.		
		It is agreed, however, that the corporation is not to be held responsible for any dumping by the contractor at any disposal place and that any loss of any nature enroute to the place of disposal shall be the sole responsibility of the contractor. The contractor will be responsible for any violation of laws, ordinances or codes in the handling of disposal of rubbish per Item 5 of agreement. WASTE DISPOSAL		

42881

See P.O. # 42894 12/31/69

BUDD EXHIBIT 57

AR200935

SELLER MUST PREPAY TRANSPORTATION CHARGES. IF SHIPMENT IS F.O.B. SELLER'S PLANT INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

BUDD COMPANY
POLYCHEM DIVISION
NEWARK, DELAWARE 19711

ORDER
[redacted]
42331

DATE	TERMS	F.O.B	REQ NO.	ISSUING PLANT
12/31/69			P.J.Gillen	NEWARK

TO
WILLIAM J. O'HARA
422 WEST FOURTH STREET
[redacted]

SHIP TO
[redacted]
BRIDGEPORT, (MONT. CO.) PA. 19405

THIS IS A BLANKET ORDER

CHANGE ORDER

ITEM	QUANTITY	DESCRIPTION	PRICE	U/
		PLEASE CANCEL OUR P. O. 42881		

CHANGE ORDER

42881

BUDD EXHIBIT 58

AR200936

STATION CHARGES ON INVOICE AND ATTACH THE FREIGHT BILL.

POLYCHEM DIVISION
NEWARK, DELAWARE 19711

42894

DATE	TERMS	F.O.B.	REQ. NO.	ISSUING
12/31/69	Net	Bpt Pa	F.J.Gillon 11/21	[illegible]

Acct # 2 -66-0132-03 - 309,
Shop ord. # 6309-418,
A.R 2-4445

TO
WILLIAM J. O'HARA
422 EAST FOURTH STREET
BRIDGEPORT, PENNSYLVANIA 19405

SHIP TO
XXXXXXXXXXXXXXXX
X BRIDGEPORT, (MONT. CO.) PA. 19405

THIS IS A BLANKET ORDER

Waste Disposal Dept

QUANTITY	DESCRIPTION		PRICE	UNIT
	To cover hauling and disposal of waste (sludge) from our waste disposal plant in Bridgeport, Pa.	37.50	[illegible]	truck per truck load of waste
	EFFECTIVE FROM 1/1/70 THRU 12/31/70			
	Truck to be spotted and left at location - we to advise when loaded and ready to be taken out.			
	It is agreed, however, that the Corporation is not to be held responsible for any dumping by the Contractor at any disposal place and that any loss of any nature enroute to the place of disposal shall be the sole responsibility of the Contractor. The Contractor will be responsible for any violation of laws, ordinances or codes in the handling or disposal of rubbish ~~[illegible]~~.			pick up till [illegible]
	~~THIS SUPERSEDES AND CANCELS OUR P. O. 35570 DATED 1/15/~~			

42894 REQ'ING WASTE DISPOSAL REQUISITIONER WASTE DI[illegible]

BUDD EXHIBIT 59

SHIPMENT IS F.O.B. SELLER'S PLANT, INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

COMPANY

POLYCHEM DIVISION
NEWARK, DELAWARE 19711

58711

N. Tuttle

DATE	TERMS	F.O.B.	REG. NO.	ISSUING PLANT
12/21/71	Net	Bridgeport, Pa.	HJT 12/3	Bridgeport, Pa.

TO

O'Hara Sanitation Co., Inc.
422 W. Fourth St.
Bridgeport, Pa. 19405

SHIP TO

☐ NEWARK, DELAWARE 19711
☒ BRIDGEPORT, (MONT. CO.) PA. 19405
☐

ITEM	QUANTITY		
		BLANKET ORDER - Effective 1/1/72 thru 12/31/72.	
		To cover hauling and disposal of waste sludge from our Waste Disposal Plant.	[illegible]/per truck load.

Truck to be spotted and left at location - us to advise when loaded and ready to be taken out. It is agreed, however, that the Corporation is not to be held responsible for any dumping by the Contractor at any disposal place and that any loss of any nature enroute to the place of disposal shall be the sole responsibility of the Contractor. The Contractor will be responsible for any violation of laws, ordinances or codes in the handling, or disposal of rubbish.
SUBJECT TO CANCELLATION ON 30 DAYS WRITTEN NOTICE BY EITHER PARTY.
"Supplemental Conditions" form attached is included as a definite part of this order.

1, 58 COMMODITY [illegible]

AR200938

SHIPMENT IS F.O.B. SELLER'S PLANT. INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

BUDD COMPANY

POLYCHEM DIVISION
BRIDGEPORT, PA. 19405

60836

DATE	TERMS	F.O.B.	REQ. NO.
1/22/73	Net	Bridgeport, Pa.	TK 12/1

TO
O'Hara Sanitation Co., Inc.
422 W. Fourth St.
Bridgeport, Pa. 19405

SHIP TO
THE BUDD CO.-POLYCHEM DIV.
FRONT & FORD STS.
BRIDGEPORT, (MONT. CO.) PA. 19405

ITEM	QUANTITY		
		BLANKET ORDER - Effective 1/2/73 thru 12/31/73 To cover hauling and disposal of waste SLUDGE from our Waste Disposal Plant. Box truck is to be spotted and left at location. We to advise when loaded and ready to be taken out. It is agreed that the Corporation is not to be held responsible for any dumping by the Contractor at any disposal place, and that any loss of any nature enroute to the place of disposal shall be the sole responsibility of the Contractor. The Contractor will be responsible for any violations of laws, ordinances or codes in the handling or disposal of rubbish. Supplemental Condition form attached is a part of this order. Subject to cancellation on 30 days written notice by either party.	45.00 load
60836		WASTE DISPOSAL COMMODITY	11 000.00

AR200939

SHIPMENT IS F.O.B. SELLER'S PLANT. INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

BUDD COMPANY

POLYCHEM DIVISION
BRIDGEPORT, PA. 19405

61605

DATE	TERMS	F.O.B.	REQ. NO
12/16/74	Net	Bridgeport, Pa.	WS 1/9

TO

O'Hara Sanitation Co., Inc.
422 W. Fourth St.
Bridgeport, Pa. 19405

SHIP TO

THE BUDD CO.-POLYCHEM DIV.
FRONT & FORD STS.
BRIDGEPORT, (MONT. CO.) PA. 19405

2-66-0132.03-309

	BLANKET ORDER - Effective 1/2/74 thru 12/31/74 To cover hauling and disposal of waste SLUDGE from our Waste Disposal Plant. Your truck is to be spotted and left at location. We are to advise when loaded and ready to be taken out. It is agreed that the Corporation is not to be held responsible for any dumping by the Contractor at any disposal place, and that any loss of any nature accrues to the place of disposal shall be the sole responsibility of the Contractor. The Contractor will be responsible for any violations of laws, ordinances or codes in the handling or disposal of rubbish. Subject to cancellation on 30 days written notice by either party. (Waste disposal) Supplemental Conditions Form attached is a part of this order.	55.00	Loa
61605		Est. 15,000.00	

R200940

SHIPMENT IS F.O.B. SELLER'S PLANT, INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

BUDD COMPANY
POLYCHEM DIVISION
BRIDGEPORT, PA. 19405

62773

DATE	TERMS	F.O.B.	REQ. NO.
1/13/75	Net	Bridgeport, Pa.	TM 12/6

TO

~~O'Hara Sanitation Co., Inc.~~
~~422 E. Fourth St.~~
~~Bridgeport, Pa. 19405~~
William J. O'Hara Inc
372 S. Henderson Rd
King of Prussia, Pa. 19406

SHIP TO

THE BUDD CO.-POLYCHEM DIV.
FRONT & FORD STS.
BRIDGEPORT, (MONT. CO.) PA. 19405

ITEM	QUANTITY		
		BLANKET ORDER - Effective 1/2/75 thru 12/31/75 To cover hauling and disposal of waste SLUDGE from our Waste Disposal Plant. Ten truck is to be spotted and left at location. We are to advise when loaded and ready to be taken out. It is agreed that the Corporation is not to be held responsible for any dumping by the Contractor at any disposal plant, and that any loss of any nature accurate to the place of disposal shall be the sole responsibility of the Contractor. The Contractor will be responsible for any violations of laws, ordinances or codes in the handling or disposal of rubbish. Supplemental Conditions Forms attached is a definite part of this order.	45.00/Ton
	62773	WASTE DISPOSAL COMMODITY	

AR200941

55

THE BUDD COMPANY

POLYCHEM DIVISION | TELEPHONE: 215-275-0800
BRIDGEPORT, PA. 19405

Oct. 23, 1974

O'Hara Sanitation Co., Inc.
422 W. Fourth St.
Bridgeport, Pa. 19405

Attention: Mr. Wm. J. O'Hara

Dear Mr. O'Hara;

We are enclosing a copy of a laboratory analysis of the paper mill sludge which you haul from our plant.

This analysis was made and signed by Betz Environmental Engineers, Inc., a licensed and certified laboratory service for this type of work in Pennsylvania.

You had requested that we furnish you with this type of report some time ago. We expect that this will be satisfactory for your needs.

Very truly yours,

H. L. Felton
Purchasing Agent.

f
Enc.

cc: Mr. J.L.Hearn
Mr. F.B. Mann
Mr. J.P Sigg

B-60
AR200942

B·E·E

BETZ ENVIRONMENTAL ENGINEERS, Inc.

ONE PLYMOUTH MEETING MALL • PLYMOUTH MEETING, PENNSYLVANIA 19462 • TELEPHONE: 215 • 825-3800

October 15, 1974

Mr. Joseph Sigg
The Budd Company
Polychem Division
Front & Ford Streets
Bridgeport, PA 19405

Dear Mr. Sigg:

Additional investigation using infra-red and extraction techniques indicated the following on your sludge sample dated September 10, 1974:

Cellulose	8%
Inorganic (ash)	8%
Extractable (fatty acid and ester)	4%
Moisture	79%

If you have any questions concerning this additional work, please feel free to contact me.

Very truly yours,

BETZ ENVIRONMENTAL ENGINEERS, INC.

Margaret S. Matt

Margaret S. Matt
Assistant Laboratory Services Coordinator
Industrial Concept Design Department

MSM:rhm

PIONEER SALT & CHEMICAL COMPANY
940 N. Delaware Ave., Philadelphia, Pa. 19123
(215) MA 7-1200

Felton

DONALD F. DUFFY
SALES COORDINATOR

CURTIS BAY TOWING COMPANY
MERCANTILE TRUST BUILDING
BALTIMORE, MARYLAND 21202
MULBERRY 5-8700

FRANK P. TYSON
President

DISPOSAL CO.
BOX 141 — NORRISTOWN, PA.
ROBERT DeMENO
Home 584-5107

Inc. LIME CHEMICAL SPECIALTIES

2 w. de
king of
pho

CHEMLIME CORP.

William A. Julian
AREA CODE 201
351-2020

60 PRINCE STREET
ELIZABETH, N. J.

... Accts Payable
... -for 1970
Trash #22953.
Sludge 10,277

...rnie Roth
...ing of Prussia Technical
527-2315
Amchem M16-1706
Ray Naylor
Graham Smith Plt Mgr
→ Mr Rockstroh

SALT
CHEMICALS

E. P. RIELING, JR.
... 6/5/69

MICHAEL F. LINDSAY
REGIONAL COORDINATOR

...ETZ ENVIRONMENTAL ENGINEERS, Inc.

CHEMICAL WASTE DISPOSAL

...EMLIME CORPORATION

60 PRINCE STREET
ELIZABETH, N. J. 07206
AREA CODE 201
351-2020

...LOOK, JR.
...SENTATIVE

Klent-Ross Corp
Bicking, Reg Mgr.
Park Ave Suite 3003
NYC 10017

AR200944

February 14, 1972

Polychem-Bridgeport, Pa

Mr H. L. Felton

Mr. E C. Loughin

CC: Mr. J. C. Collins
Mr. J. L Hearn

Subject: History of Waste Disposal Costs

Confirming information requested by and given to Mr. Collins today, this is the history of our Waste Disposal costs.

1/1/66 - 4/30/66	Burke	$.00675	Gal.
5/1/66 - 12/31/68	Sanitary	.01	Gal.
1/1/69 - 11/20/69	Sanitary	.013	Gal.
11/21/69- 9/17/70	Tyson	.012	Gal.
9/20/70- 12/31/71	Rollins-Purle	.0327	Gal.*
1/1/72 -	Rollins-Purle	.0457	Gal.

*As of 9/20/71 the following prices were established:

Phenolic Resin Waste	$.054 Gal.
Vulcoid Caustic Waste	.042 Gal.
Vulcoid Resin Waste	.060 Gal.

Since that time, all of those liquids have been mixed together and we have only paid the Cooker Liquor ($.0327 gal.) rate. Recently, Rollins-Purle became alarmed by the Phenol content. As of 1/25/72 we will start paying $.12 gal to dispose of Phenolic Resin Waste.

As to the dump truck loads of Sludge from the Waste Disposal Plant's Filter, this started up in October 1968. For the balance of that year we paid $30.00 per load. Since then, the prices were as follows:

1/1/69 - 12/31/69	O'Hara	$35.00 load
1/1/70 - 12/31/71	O'Hara	37.50 load
1/1/72 -	O'Hara	39.50 load

H. L. Felton

BUDD EXHIBIT 29

HLF:ls

AR200945

Attachment "C"

(14) O'Hara

1/16/73

1972		1973
$87.00/day	{ 5 day week basis (one open one packer per day)	$94.00/day
43.50	{ for one packer on Saturdays IF REQUESTED	47.00 [illegible]
10.00 ea/month	{ Container Rental	10.00 ea/mon
65.00 ea for open ~~100.00~~ 87.00 ea for packer	{ EXTRA LOADS when requested }	65.00 ~~100.00~~ 87.00

on the plus side for Budd — O'Hara empties the dust collector at East Nylin. Does not charge this as an extra load.

Basis for figuring — approx $3.00/cu ft for disposal costs, fuel, hauling & labor

SLUDGE

1972	1973
39.50/load	43.50/load

[redacted]

B-35

Complaints

— Big accumulations on Mondays, we run out of trucks. It gets dumped on the floor & O'Hara has to pick it up from the floor. Some depts. get cleaned up but they get a full load and are told to leave and not come [illegible] unscared for dept. "bitches" [illegible]

AR200947

SHIPMENT IS F.O.B. SELLER'S PLANT. INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

BUDD COMPANY
POLYCHEM DIVISION
BRIDGEPORT, PA. 19405

60832

DATE	TERMS	F.O.B.	REQ. NO.
1/22/73	Net	Bridgeport, Pa.	WB,Er 12/13

TO

O'Hara Sanitation Co. Inc
422 W. Fourth St.
Bridgeport, Pa. 19405

SHIP TO

THE BUDD CO.-POLYCHEM DIV.
FRONT & FORD STS.
BRIDGEPORT, (MONT. CO.) PA. 19405

FROM	QUANTITY		PRICE	
		BLANKET ORDER - Effective 1/1/73 thru 12/31/73		
		To cover rental of trash and rubbish from our Bridgeport, Pa. plant, in accordance with schedules and arrangements made with you. This daily rate includes one packer and one open truck - A half day rate ($47.00) applies if we request a packer on Saturdays. When extra loads are requested the rate is $87.00 for a packer and $65.00 for an open truck.	$94.00 (Our a five day a week busis. Holidays not included)	per day
		It is agreed that the Corporation is not to be held responsible for any dumping by the Contractor at any disposal place, and that any loss of any nature accrues to the place of disposal shall be the whole responsibility of the Contractor. The Contractor will be responsible for any violation of laws, ordinances or codes in the handling or disposal of rubbish.		
		To cover rental of two (2) one cubic yard containers - - -	10.00 ea.	per month
		Supplemental Conditions form attached is a part of this order. Subject to cancellation on 30 days written NOTICE by either party.		

R200948

SHIPMENT IS F.O.B. SELLER'S PLANT, INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

BUDD COMPANY
POLYCHEM DIVISION
BRIDGEPORT, PA. 19405

61601

DATE	TERMS	F.O.B.	REQ. NO.
1/16/74	Net	Bridgeport, Pa.	[illegible], Jr. 12/6

TO

O'Hara Sanitation Co., Inc.
422 W. Fourth St.
Bridgeport, Pa. 19405

SHIP TO

THE BUDD CO.-POLYCHEM DIV.
FRONT & FORD STS.
BRIDGEPORT, (MONT. CO.) PA. 19405

2-66-0132-03-399

ITEM	QUANTITY		
		BLANKET ORDER - Effective 1/2/74 thru 12/31/74.	
		To cover removal of TRASH and rubbish from our Bridgeport, Pa. plant, in accordance with schedules and arrangements made with you. This daily rate includes on packer and one open truck - - 145.00 p (On a d five day a week basis. Holidays not included.)	
		When extra loads are required the rate is $87.00 for a packer and $65.00 for an open truck. to be	
		It is agreed that the Corporation is not held responsible for any dumping by the Contractor at any disposal plant, and that any loss of any nature accrues to the place of disposal shall be the whole responsibility of the Contractor. The Contractor will be responsible for any violation of laws, ordinances or codes in the handling or disposal of rubbish. TRASH DISPOSAL	
		Supplemental Conditions Form attached is a part of this order.	
		61601 Cover rental of two (2) accessible yard containers - -.	10.00

AR200949

SHIPMENT IS F.O.B. SELLER'S PLANT. INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

BUDD COMPANY

POLYCHEM DIVISION
BRIDGEPORT, PA. 19405

CHANGE ORDER 61801

DATE	TERMS	F.O.B.	REQ. NO.
Oct. 14, 74	Net	Bridgeport, Pa.	WB, Sr 10/8

TO
O'Hara Sanitation Co. Inc.
422 N. Fourth St.
Bridgeport, Pa. 19405

SHIP TO
THE BUDD CO.-POLYCHEM DIV.
FRONT & FORD STS.
BRIDGEPORT, (MONT. CO.) PA. 19405

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	CHANGE ORDER - 61801 One additional item To Cover Cost to Dispose of our Accumulation of Drums of Miscellaneous Waste Liquids.		10/00 Cr.

CHANGE ORDER

62592

TRADE DISCOUNT COMMODITY

AR200950

PIONEER SALT & CHEMICAL COMPANY
940 N. Delaware Ave., Philadelphia, Pa. 19123
(215) MA 7-1200

Felton

DONALD F. DUFFY
SALES COORDINATOR

CURTIS BAY TOWING COMPANY
MERCANTILE TRUST BUILDING
BALTIMORE, MARYLAND 21202
MULBERRY 5-8700

ROBERT DeMENO [redacted]
G DISPOSAL CO.
BOX 141 — NORRISTOWN, PA.
home 584-5107

FRANK P. TYSON
President

Inc.
2 w. de
king of p
pho

CHEMLIME CORP.

LIME CHEMICAL SPECIALTIES

William A. Julian
AREA CODE 201
351-2020

60 PRINCE STREET
ELIZABETH, N. J.

Accounts Payable
Ditura - for 1970
Trash #22953.
Sludge 10,277

Ernie Roth
King of Prussia Technical
527-2315
Amchem MI6-1700
Ray Naples
Graham Smith Plt Mgr
→ Mr Rockstroh

SALT
CHEMICALS

E. P. RIELING, JR.
6/5/69

100

MICHAEL F. LINDSAY
REGIONAL COORDINATOR

ENVIRONMENTAL ENGINEERS, Inc.
Plymouth Meeting Mall • Plymouth Meeting, Pa. 19462 • Telephone: 215-828-3800

CHEMICAL WASTE DISPOSAL

CHEMLIME CORPORATION

60 PRINCE STREET
ELIZABETH, N. J. 07208
AREA CODE 201
351-2020

LOOK, JR.
REPRESENTATIVE

Hart-Ross Corp
Bicking, Reg Mgr.
Park ave 3003
NYC 10017

AR200901

SRM
10/2

Scrap
~~30~~ 35 ~~40~~ Resin
drums

O'Hara (Barbara)

TOOK TO
DUMP
10/14

O'Hara
Wayne Lynz

10/6 9:30

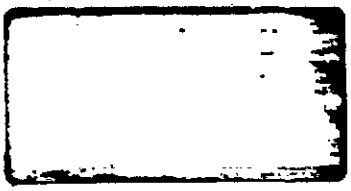
Special
Tube
Trash
12 containers

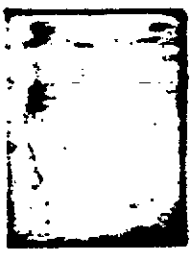
how many gov't. etc ?
how broken in industry
do they care
what has to done about it

15-21 20
none

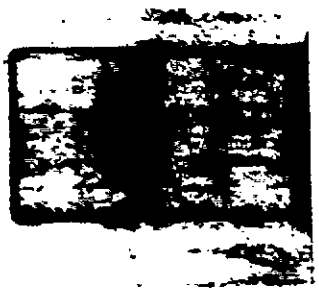
$42 ~~44.00~~ loads
comp in activities
drive size problems

30 people in the business
+ municipalities





79 drums



Moyer 539-8961

charges

$100.00

AR200954

[redacted]

[redacted]

86 DRUMS

SCRAP RESIN

[redacted]

$5.00/dr

12,000#

20/5

10000#

$25

22

$30.00 day

4 loads

$50.00 load

AR200955

Attachment "D"

1984 MAR 22 PM 7:03

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA and THE COMMONWEALTH OF PENNSYLVANIA, Plaintiffs	:	CIVIL ACTION
v.	:	
MELVIN R. WADE, et al., Defendants	:	
APOLLO METALS, INC., et al. Third-Party Plaintiffs	:	
v.	:	
J. L. CLARK MANUFACTURING COMPANY, et al., Third-Party Defendants	:	NO. 79-1426

PRE-TRIAL MEMORANDUM OF THIRD-PARTY DEFENDANT, THE BUDD COMPANY

THOMAS R. HARRINGTON
JENNIFER BERKE
KELLY, HARRINGTON, McLAUGHLIN & FOSTER
512 Lewis Tower Building
15th & Locust Streets
Philadelphia, PA 19102
(215) 546-3210
Attorneys for The Budd Company

TABLE OF CONTENTS

PRE-TRIAL MEMORANDUM OF THIRD-PARTY DEFENDANT, THE BUDD COMPANY

I. INTRODUCTION

A. Counterstatement Of Procedural History.

This action was commenced on April 20, 1979, when plaintiff, United States of America ("United States") filed an action against Melvin R. Wade, Eastern Rubber Reclaiming, Inc., ABM Disposal Service Company, Inc., Ellis Barnhouse, Franklin P. Tyson and Larry H. Slass, as Trustee ("original defendants"). The original complaint alleged claims under the common law for restitution and for injunctive relief under Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6973.

In 1980, during the course of ascertaining which "generators" to sue, the United States deposed a corporate designee of The Budd Company ("Budd"). In addition, the United States served Budd with a subpoena duces tecum to which Budd duly responded by producing voluminous documents.

On October 26, 1981, the United States filed a Second Amended Complaint asserting claims against certain "generator defendants", including third-party plaintiffs, Congoleum Corporation and Gould, Inc. The United States chose not to sue Budd. The Second Amended Complaint added claims for injunctive relief pursuant to §106 of the Comprehensive Environmental Response, Compensation and Liability Act ("Superfund"), 42 U.S.C. §606. The Second Amended Complaint was subsequently dismissed by

Order of the Court dated September 7, 1982. 546 F. Supp. 785 (E.D. Pa. 1982), appeal dismissed, 713 F.2d 49 (3rd Cir. 1983).

The United States filed a Third Amended Complaint on October 7, 1982 adding claims against the third-party plaintiffs under §107(a) of Superfund for response costs incurred at the Wade site as well as claims under the common law of restitution. The latter claim was dismissed by the Court on December 22, 1982.

On June 29, 1983, the Third-Party Plaintiffs' Amended Motion for Leave to Join fourteen (14) third-party defendants, including Budd, was granted, and in July of 1983, some third-party defendants, including Budd, were served.

Certain third-party defendants, including Budd, moved to dismiss the Third-Party Complaint or sever the third-party claim, which Motion was denied by the Court in an Order dated October 26, 1983. In November 1983, Budd filed an Answer to the Third-Party Complaint, together with Counterclaims and/or Cross-Claims against the original defendants as well as Apollo Metals, Inc., Gould, Inc., Sandvik, Inc. and Congoleum, Inc., based upon theories of contribution and/or indemnity. In Budd's Cross-Claim against ABM Disposal Service, Inc., Budd alleged the existence of a written agreement between it and ABM wherein the latter agreed to indemnify, defend and save harmless Budd from any and all liability for pollution and/or damage in connection with the disposal of Budd's wastes. Congoleum responded to

Budd's Cross-Claim. Gould has never responded to Budd's Cross-Claim.

After the Commonwealth of Pennsylvania ("Commonwealth") intervened into the lawsuit, third-party plaintiffs asserted claims against the third-party defendants, including Budd, seeking contribution, restitution or other equitable relief, in the event that the third-party plaintiffs are held liable to the Commonwealth. In this Cross-Claim, which was filed on December 15, 1983, third-party plaintiffs stated that Congoleum did not seek relief against Budd. Thereafter, Budd filed a Motion to Dismiss the Generator Defendants' Cross-Claims, which Motion was dismissed by the Court. On January 23, 1984, the generator defendants filed an amended Cross-Claim against Budd seeking indemnity and contribution in the event that any third-party plaintiff was held liable to the Commonwealth on any of the Counts in its Complaint in Intervention.

On February 21, 1984, Budd filed an Answer to the third-party plaintiffs' Amended Cross-Claim together with Cross-Claims against the third-party defendants on theories of contribution, restitution or other equitable relief. On March 12, 1984, generator defendant, Congoleum replied to the Cross-Claims asserted by the third-party defendants, including Budd. Third-party defendants, Texaco, Jordan, DuPont and Wyeth filed Cross-Claims against Budd, to which Budd has responded.

B. The Claims Asserted Against Budd.

Third-party plaintiffs contend that in the event they are held liable to the United States or to the Commonwealth of Pennsylvania on any claims asserted by the United States or the Commonwealth of Pennsylvania, then each third-party defendant, including Budd, is liable in contribution and/or indemnity to the third-party plaintiffs. At the outset, it must be noted that this Court has specifically reserved a ruling on the issue of whether joint and several liability should be imposed in this case until such time as the facts are fully developed. U.S. v. Wade, C.A. No. 79-1426; Slip Op. p. 21, (December 20, 1983). Without a finding of joint and several liability, third-party plaintiffs have no right to contribution against Budd. Moreover, since the evidence will show that a reasonable basis exists for apportioning the harm among the defendants, joint and several liability should not be imposed.

The third-party plaintiffs argue that they need not demonstrate that the release of a hazardous substance has occurred at the Wade site or that the United States or the Commonwealth have incurred response costs vis-a-vis third-party defendants. Rather, third-party plaintiffs argue that if the evidence that the United States and the Commonwealth intend to offer in support of their case against the third-party plaintiffs is sufficient to establish liability, the same evidence will be sufficient to establish the liability of the third-party

defendants. This position is consistent with the Court's Memorandum Opinion of December 20, 1983.

In order to hold Budd liable under §107 of Superfund, the third-party plaintiffs contend that they must show that Budd entered into an agreement with ABM Disposal Service, Inc. ("ABM") for the transport and disposal of its wastes; that Budd's waste was disposed of at the Wade site; and that substances of the type taken to the Wade site, are or were found at the site.[1]

C. Budd's Response To The Claims.

First, Budd asserts that third-party plaintiffs cannot prove that its waste was taken to the Wade site. Second, Budd will show that substances alleged by third-party plaintiffs to have been in Budd's waste were not in fact in the waste transported by ABM. Third, Budd will show that no hazardous substances were present in Budd's waste, and if it is shown that any such hazardous substances were present in its waste, such substances were not in quantities which exceed Superfund's minimum reportable quantity. Fourth, Budd will show that there is no reliable evidence which indicates the presence at the Wade site of certain substances that are of the type allegedly found in Budd's waste, and even if such evidence is presented, the

[1]However, this Court's Opinion of December 20, 1983, supra, at p. 8, specifically states that the facility must presently contain hazardous substances of the sort disposed of by the generator. Therefore, it is not sufficient that third-party plaintiffs prove that wastes of the type Budd generated were found at the Wade site.

quantity of any such substances is de minimus. Fifth, the evidence will indicate that there are other reasonable sources of waste of the type allegedly generated by Budd at the Wade site.

Budd will also prove the defense to liability set forth in §107(b) of Superfund. First, Budd will show that it exercised due care in the disposal of its waste. Second, Budd will show that the conduct of Melvin R. Wade and Eastern Rubber Reclaiming Company, Inc., third-party defendants with whom Budd had no contractual relationships, constituted the cause of any damage or costs incurred at the Wade site.

II. FACTS

During the 1970's, the ABM Disposal Service Company contracted for the removal and disposal of the wastes of over 100 companies, including Budd. Beginning in 1973, Budd entered into contracts with ABM for the disposal of Budd's cooker liquor wastes, pursuant to which ABM agreed to remove and dispose of Budd's waste in compliance with all local, State and Federal environmental control ordinances and to indemnify and save harmless Budd from any and all liability for pollution or other damage caused by Budd's industrial waste. The evidence will show that Budd's involvement with ABM ceased in October of 1975 when ABM picked up its last load of waste from Budd's facility.

ABM disposed of waste at more than 20 sites in the Philadelphia area, including the Wade site in Chester, Pennsylvania which was first used as a disposal site by ABM in

early 1974. The Wade site did not become a major disposal location of ABM until the company was sold by Ellis Barnhouse to Frank Tyson after Budd ceased to use ABM's services.

The evidence will further indicate that Budd's waste was transported by ABM in its own tank trucks and that during the time that ABM transported Budd's waste for disposal, Budd also used other disposal services.

III. ISSUES

A. Third-Party Plaintiffs Cannot Prove By Clear And Convincing Evidence That Budd Is Liable To Them Pursuant To §107(a)(3)(A) Of Superfund.

In order to meet its burden of proof, a plaintiff in an equity action must establish liability by clear and convincing evidence. See, McCormick's Handbook of the Law of Evidence §340 at 796-98. Since the instant action has been characterized as one in equity by the third-party plaintiffs as well as by the plaintiffs, third-party plaintiffs must prove that Budd is liable to them for contribution under §107 of Superfund by clear and convincing evidence.

B. Third-Party Plaintiffs Cannot Prove That Any Waste Generated By Budd Was Taken To The Wade Site And/Or Disposed Of There.

Third-party plaintiffs cannot meet their burden of proving that any waste generated by Budd was actually taken to

the Wade site for disposal. The only "evidence" that purportedly connects Budd to the Wade site is the "ABM Grid." Budd adopts the position of the third-party plaintiffs that the grid is inadmissible into evidence at trial.

Third-party plaintiffs must also prove that Budd's waste was actually disposed of at the Wade site. U.S. v. Wade, Memorandum Opinion, Slip Op., p. 2 (March 8, 1984). The evidence will show that it was a practice of ABM personnel to park tank trucks at the Wade site for the purpose of storage only. It is Budd's contention that the evidence will not show that ABM took any of Budd's waste to the Wade site. Even if it can be proved that Budd's waste was taken to the Wade site, the evidence will not show that it in fact was disposed of there.

C. Third-Party Plaintiffs Cannot Prove That Budd's Waste Which Was Removed By ABM Contained The Substances Alleged; Nor Can Third-Party Plaintiffs Prove That Budd's Waste Contained Hazardous Substances In Amounts Sufficient To Impose Liability Upon It.

During the time that ABM used the Wade site for disposal, Budd generated liquid wastes from its paper-making and fibre-making operations. Both of these operations were terminated in the latter part of 1975, at or about the time that Budd's Polychem Division in Bridgeport, Pennsylvania closed.

(1) Cooker Liquor Waste

The waste generated by the paper-making operation

consisted largely of "cooker liquor" waste which was generated during the boiling of the rags used to make paper. The only raw materials used during this process were rags (which had undergone strict quality control to ensure that they contained no plastic or other unwanted materials), water, and small quantities of sodium hydroxide. The quantities of these raw materials would vary depending upon such factors as the type of end-product desired. The water generated by the boiling of the rags would generally consist of small quantities, perhaps trace amounts, of sodium hydroxide, sodium ions, fibrous material and water. Analyses showing the components of the cooker liquor waste or its pH were not performed on each load of cooker liquor waste picked up by ABM.

Third-party plaintiffs contend that in addition to sodium hydroxide and sodium, phenol and copper were present in Budd's cooker liquor waste. However, the evidence will show that phenol and copper, which were not raw materials added to the cooker liquor process, would not have been present in the cooker liquor waste and that Budd took steps to ensure that these substances would not appear in its cooker liquor waste. If any phenol or copper managed to get into the cooker liquor waste, the concentrations would be, at most, trace amounts, insufficient to impose liability upon Budd.

Third-party plaintiffs also contend that the pH of Budd's cooker liquor water was in excess of 13. However, the

evidence will show that the pH of the cooker liquor waste would normally have been less than 12.5.

(2) Phenolic Resin Waste

Third-party plaintiffs contend that phenolic resin waste was removed by ABM. However, the evidence will indicate that no phenolic resin waste was picked-up by ABM during the time that ABM was using the Wade site. On the contrary, the evidence will show that Budd's phenolic resin manufacturing process, the only process which would have generated a liquid phenolic resin waste, closed down in the latter part of 1972. Moreover, the evidence will indicate that the last loads of this waste would have been disposed of by a company other than ABM.

(3) Vulcoid Resin and Vulcoid Caustic Waste

The waste generated by Budd's fibre-making process, specifically the "vulcoid process", consisted of two types of waste which had to be discarded - spent resin and spent caustic waste.

Briefly, in the fibre-making process, paper from Budd's paper mill would have been treated in a zinc chloride bath to cause the cellulose molecular chain to cross-link into a uniform mass. The sheets would then be placed in a series of tanks of fresh water and as much zinc chloride as possible would be leached out of the sheets. The evidence will show that the water from those tanks containing relatively higher concentrations of zinc chloride would have been placed in an

evaporator and the zinc chloride reclaimed for future use. The contents of the tanks containing very small concentrations of zinc chloride would be discharged into the river pursuant to permit. The sheets would then have been used in one of three fibre-making processes which formed different sizes and thicknesses of fibre depending on the end-product desired. The evidence will show that no waste was generated for disposal by ABM due to any of the above processes.

Some fibre would have been further processed to reduce its water absorption characteristics and produce different mechanical and physical properties. In this "vulcoid" process, a resin would have been prepared by mixing an aniline-hydrochloride solution. A precise amount of this solution would then be pumped into a mixing tank and a precise amount of formaldehyde would then be added and mixed to solution to form an aniline-hydrochloride-formaldehyde resin. The sheets of fibre then would have been placed in the resin, solution which would fill up the voids in the fibre while displacing some water from the fibre. When the resin had decreased in concentration due to displaced water and thickened due to displaced, loose fibre, the solution would have been discarded as a waste, termed "spent resin waste."

After being removed from the resin, the sheets would then be placed in a bath of caustic solution which was made by mixing a very small concentration of sodium hydroxide and water. Over time, the caustic solution would thicken due to

precipitates and eventually would be discarded as a waste called "spent caustic waste." The sheets then would have been washed and this wash water would have been discharged into the river pursuant to permit.

Third-party plaintiffs contend that the vulcoid resin waste consisted of aniline, formaldehyde, zinc chloride and hydrochloric acid which they claim are listed as hazardous substances. As the above discussion indicates, however, the evidence will demonstrate the only raw materials used in the vulcoid resin process consisted of water and aniline-hydrochloride-formaldehyde resin. Third-party plaintiffs have identified this resin compound as p,p'-diamino-diphenyl-methane. However, it is probable that most, if not all, the components of this resin would have been consumed in chemical reactions or would have precipitated out of the solution so that the spent resin waste would not have contained any of these substances or at most would have only contained barely detectable, trace amounts of these substances. The evidence also will not show that zinc chloride was in the resin waste. However, in the event that it is proved that any of these chemicals were in this waste, they would only have been present in trace amounts. In addition, contrary to third-party plaintiffs assertions, there is no evidence that any spent resin waste picked up by ABM had a pH of less than 2.

Third-party plaintiffs also contend that the vulcoid

caustic waste consisted of all of the substances found in the vulcoid resin waste, together with sodium hyrodroxide and sodium. The evidence will show, however, that the only raw materials used in the process which generated the spent caustic waste were sodium hydroxide and water. Moreover, contrary to third-party plaintiffs' asssertion, there is no evidence that any spent caustic waste had a pH exceeding 12.5. On the contrary, the evidence will show that it was more likely that the pH would have been less than 12.5.

Finally, to the best of Budd's knowledge no analyses were performed on the spent resin and spent caustic waste during the time that it was allegedly picked up by ABM for disposal. Therefore, the presence of any substances alleged to have been in Budd's waste other than raw materials purchased is speculative at best.

(4) Sludge

Generator defendants argue that Budd's sludge waste consisted of or contained cellulose materials, copper and iron. The evidence will show no analyses were performed on any sludge waste picked-up by ABM, and that the composition of the sludge waste would have varied from time to time. In addition, any copper and/or iron in the sludge would have been in de minimus amounts at most.

The evidence may show that on one occasion, sludge from Budd's cooker liquor accumulation tanks was cleaned out by ABM.

However, even if the ABM grid is found to be admissible at the time of trial, the grid will show that this sludge was not taken to the Wade Site.

In this Court's Memorandum Opinion of December 22, 1983, the Court stated that where a generator's contribution to a hazardous waste dump site was less than a reportable quantity, liability could not be imposed for the entire cost of cleaning up the site. Since some if not all of the components of Budd's waste would not have exceeded reportable quantities for those potentially hazardous components, liability could not be imposed on Budd.

D. Substances Similar To The Subtances Found In Budd's Waste Were Not Found At The Wade Site.

Sodium hydroxide, which was a minor constituent of Budd's cooker liquor waste, is alleged by third-party plaintiffs, to have been found at the site. However, the evidence will show that sodium hydroxide was not found at the site. Further, any sodium found at the site would not necessarily have resulted from the sodium hydroxide in Budd's cooker liquor waste. Rather, the sodium found on site could be the result of the deposit of sodium chloride and/or other compounds containing sodium which cannot be attributed to Budd. Furthermore, even if sodium hydroxide from Budd's cooker liquor waste is found to have been disposed of at the site, there is no evidence that said sodium hydroxide exhibited the effects of corrosivity at the

site.

Similarly, third-party plaintiffs contend that hydrochloric acid from Budd's vulcoid caustic waste is present at the Wade site. However, the evidence will show that hydrochloric acid is not present at the Wade site. Moreover, there is no evidence to show that the soil at the site exhibited the characteristics of corrosivity as contended by the third-party plaintiffs.

Some of the substances that third-party plaintiffs claim were found at the site were not in Budd's waste removed by ABM. Moreover, as discussed above, there is no evidence that these substances were taken to the Wade site and disposed of there. Proof of the mere presence of these substances at the Wade site, therefore, does not, and cannot, establish this element of the third-party plaintiffs' claim.

Even if zinc chloride is proved to have been in Budd's cooker liquor, which Budd denies, the evidence will show that zinc chloride as such was not found at the site. Moreover, any zinc present at the site is not necessarily attributable to Budd because, inter alia, its presence may be due to other compounds containing zinc deposited there prior to the time that Budd's waste was allegedly disposed of at the Wade site. The other possible compounds containing zinc include waste generated by third-party plaintiff, Congoleum and settling third-party plaintiff, Apollo.

Third-party plaintiffs further allege that aniline oil (analyzed as benzenamine or aniline) was found at the site. Budd will show that there is no credible evidence that aniline oil is presently at the site.[2] Further, even if it is proved that aniline is present at the site, its presence may have been the result of wastes generated by other persons or parties.

Budd will also show that there is no evidence that formaldehyde|p,p'-diamino-diphenyl-methane is present at the Wade site.

Even if it is proved that Budd's waste contained any phenol and copper and those substances are found at the Wade site, the amount contributed by Budd can only be found to have been de minimus. Further, the presence of these substances at the Wade site may be explained by the disposal there of wastes of other persons or parties with the contributing factor of background values.

Further, Budd will show that the location and incidence of some of the substances at the Wade site, which the third-party plaintiffs contend are of the type generated by Budd, demonstrate

[2]For example, in one sample relied on by the third-party plaintiffs in support of their contention that aniline was present at the Wade site, the evidence will show that there was an insufficient concentration of that substance to confirm its presence in that sample. Similarly, samples of aniline reported in the NUS study, which was not provided to counsel until April 13, 1984 and which, because of its volume (500 pages), the expert for Budd has not yet completed analyzing, reveal at the outset that it is questionable whether or not aniline was actually found in the NUS samples.

that certain substances could not in fact have come from Budd's waste.

Finally, Budd has attached as an exhibit to this Pre-Trial Memorandum a copy of a document entitled "Information Provided By The Budd Company To Generator Defendants Pursuant To Rule 26(b)(4)," which summarizes the testimony of its expert witness, Dennis Pennington, and which was served on all counsel on April 9, 1984.[3]

E. Budd Is Entitled To Judgment Against The Third-Party Plaintiffs On Cross-Claims And Counterclaims Asserted By Budd.

Budd has asserted counterclaims under Superfund for contribution against Congoleum and Gould. If the United States and the Commonwealth are successful in showing that third-party plaintiffs entered into an arrangment for the transport for disposal of waste containing hazardous substances; that the

[3]After Budd provided its statement purusuant to Rule 26(b)(4), the statement of Congoleum's expert, Elly Triegel, who is expected to testify at trial against The Budd Company, was amended on two occasions, the final amendment having been received on April 16, 1984. The amendment substantially changed the testimony of Congoleum's expert as it pertains to Budd. For example, for the first time the third-party plaintiffs relied on a report titled "Enforcement Support Investigation for ABM Wade," prepared by NUS Corporation, dated January 1984 (two volumes). This report was provided to counsel for Budd at approximately 5:00 P.M. on April 13, 1984 and charts pertaining to this study were provided to counsel for Budd on April 16, 1984. Since the NUS study is approximately 500 pages long, at the time of transcription of this pre-trial memorandum, Budd's expert has not yet completed his evaluation and preparation of an amended 26(b)(4) statement in response thereto. This amended statement will be provided as soon as the information has been prepared.

third-party plaintiffs' waste was disposed of at the Wade site; that hazardous substances that are similar to hazardous substances found in the generator defendants' waste are present at the Wade site; that there has been a release or the threat of a release of a hazardous susbtance from the Wade site; and that response costs have been incurred at the site, then third-party plaintiffs are each liable in contribution and/or indemnity to third-party defendant, Budd.

F. Budd Is Entitled To Judgment Against The Original Defendants On Cross-Claims Asserted By Budd.

Budd has asserted Cross-Claims under Superfund for contribution and/or indemnity against Melvin R. Wade, Eastern Rubber Reclaiming Inc., ABM Disposal Service Company, Inc., Ellis Barnhouse, Franklin P. Tyson, and Larry H. Slass, as Trustee of ABM Service Disposal Service Company, Inc. The evidence will show that the foregoing companies and/or individuals were primarily responsible for the present conditions existing at the Wade site. The United States and the Commonwealth have obtained summary judgment against Melvin R. Wade, Eastern Rubber Reclaiming Inc., ABM Disposal Service Company, Inc. and Franklin P. Tyson. Budd is entitled to the conclusive effect of the summary judgment of joint liability against those parties.

In addition, Budd has asserted a claim for breach of contract against the ABM Disposal Service Company. Budd had a contract with ABM that required ABM to dispose of Budd's waste in accordance with pertinent regulations and to indemnify Budd for

any damage or claim arising out of ABM's performance of the contract. The evidence will show that ABM breached its contract and that therefore Budd is entitled to indemnity from ABM pursuant to the terms of their agreement.

G. Budd Is Entitled To Judgment Against Co-Third-Party Defendants On Cross-Claims Asserted By Budd

Budd has asserted Cross-Claims under Superfund for contribution against third-party defendants, Naval Air Development Center, Texaco, Inc., Wyeth Laboratories, Inc., E. I. DuPont de Nemours & Company, Inc., Ford Industrial Services, Inc., and Jordan Chemical Company. In the event that Budd and each of its co-third-party defendants are held liable to third-party plaintiffs, then each co-third-party defendant is liable in contribution to Budd. In this regard, Budd relies upon and incorporates by reference third-party plaintiffs' pre-trial memorandum addressing claims asserted against third-party defendants except for those portion which are directed to claims asserted against Budd.

IV. CONCLUSION

The evidence will show that Budd is not liable to the third-party plaintiffs for contribution in the event that the third-party plaintiffs are held liable to the United State and/or the Commonwealth of Pennsylvania for response costs.. In the event that Budd is found liable to third-party plaintiffs, after a finding of liability on the part of third-party plaintiffs to

plaintiffs, then third-party plaintiffs, original defendants, and co-third-party defendants are liable to Budd for contribution and/or indemnity.

Respectfully submitted,

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Date: April 23, 1984

APPENDIX A

Schedule of Exhibits

Third-party defendant, Budd, expects to offer some or all of the following documents as evidence at trial. In addition to the documents listed in this appendix, Budd, without admitting the authenticity or admissability of such documents, incorporates by reference the documents listed by the third-party plaintiffs in their pre-trial memoranda. In addition, Budd, without admitting the authenticity or admissability of such documents, incorporates by reference the documents listed by the United States, the Commonwealth of Pennsylvania, and other third-party defendants in their pre-trial memorandum. Budd respectfully reserves the right to supplement the following list in response to any further designation of documents by any party, or in response to the evidence introduced in third-party plaintiffs' case.

TRIAL NUMBER	DESCRIPTION	DEPOSITION EXHIBIT NUMBER (IF ANY)
B-1	Budd miscellaneous shipment authorizations addressed to ABM	
B-2	Budd accounts payable documents regarding pick-ups by ABM	
B-3	Budd blanket orders addressed to ABM, including change orders	

B-4	Budd blanket orders addressed to Rollins-Purle, including change orders, (also known as Rollins Environmental Services, Inc.)	
B-5	Travelling requisition used by Budd to monitor purchases of resin from Reichhold Chemicals, Inc.	
B-6	Rag cooker analysis on letterhead of Continental-Diamond Fibre Division of The Budd Company, dated September 6, 1956	
B-7	Process specifications produced on April 11 and April 12, 1984	Includes Sigg-1
B-8	Letter from H. L. Felton to Sanitary Disposal Service, Inc., dated April 22, 1968, concerning cooker liquor waste	
B-9	Letter from H. L. Felton to Sanitary Disposal Service, Inc., dated April 22, 1968, concerning vulcoid waste	
B-10	Agreement between Rollins-Purle, Inc. and Budd, dated September 21, 1970	
B-11	Memorandum from H. L. Felton to J. L. Hearn, dated February 22, 1971 concerning cooker liquor disposal, Rollins-Purle, Inc.	
B-12	Memorandum from W. P. Logan to J. L. Hearn, dated April 2, 1971, concerning cooker liquor copper analysis	
B-13	Letter from H. L. Felton to D. Zimmer, Rollins-Purle, Inc., dated May 7, 1971 regarding copper analysis - cooker liquor	

B-14	Memorandum from J. L. Hearn to W. P. Logan, dated June 4, 1971, concerning effluent discharges	
B-15	Letter from Betz Environmental Engineers, Inc. to The Budd Company, dated August 24, 1971 concerning laboratory examination of samples	
B-16	Memorandum from H. L. Felton to R. J. Smith, dated August 3, 1971, concerning delay in unloading Rollins-Purle	
B-17	Memorandum from H. L. Felton to J. L. Hearn, dated December 16, 1971, concerning waste disposal, cooker liquor	
B-18	Letter from H. L. Felton to E. Barnhouse, ABM Disposal Service, dated January 4, 1972 concerning response to undated solicitation letter from ABM which is attached	
B-19	Letter from E. Barnhouse, ABM Disposal Service to H. L. Felton, dated January 10, 1972	Felton - 36
B-20	Letter from R. D. Ross, Rollins-Purle, Inc. to H. L. Felton, dated January 19, 1972	
B-21	Memorandum from C. H. Kimball to H. L. Felton, dated January 25, 1972 regarding ABM Disposal Service	
B-22	Miscellaneous handwritten notes	
B-23	Letter from E. Barnhouse, ABM Disposal Service, to H. L. Felton, dated February 3, 1972, concerning waste chemical disposal	Felton - 39

B-24	Letter from D. Zimmer, Rollins-Purle, Inc. to H. L. Felton, dated February 7, 1972, with enclosures	Felton - 19
B-25	Letter from D. Zimmer, Rollins-Purle, Inc. to H. L. Felton, dated February 7, 1972 regarding H. L. Felton's inquiry dated February 1, 1972	
B-26	Memorandum from H. L. Felton to E. C. Loughlin, dated March 15, 1972, concerning Rollins-Purle, cooker liquor delay time	
B-27	Memorandum from H. L. Felton to J. C. Collins, dated March 30, 1972 and enclosed letter from State of New Jersey, Department of Public Utilities to Ellis Barnhouse, ABM Disposal Service, dated March 11, 1971, regarding temporary permit for solid waste collection and disposal operators.	
B-28	Memorandum from H. L. Felton to E. C. Loughlin, dated May 22, 1972	Felton - 43
B-29	Duplicate invoice no. 7718 from Rollins-Purle, Inc., to Budd, dated August 21, 1972	
B-30	Duplicate invoice no. 7781 from Rollins-Purle, Inc., dated August 23, 1972 to Budd	
B-31	Letter from D. Zimmer, Rollins-Purle, Inc. to H. L. Felton, dated September 19, 1972, with enclosures	

B-32	Memorandum from H. L. Felton to W. Brennan, Jr., dated September 28, 1972 regarding claim against Rollins-Purle concerning hauling of resin waste	
B-33	Handwritten note dated March 17	Felton - 40
B-34	Two letters from Rollins-Purle, Inc. to H. L. Felton, dated January 4, 1973, concerning H. L. Felton's inquiry concerning disposal of phenolic resin and cooker liquor waste	Felton - 25
B-35	Handwritten note dated January 16, 1973, with "O'Hara" written on the top	Felton - 26
B-36	Memorandum from H. L. Felton to J. L. Hearn and F. B. Mann, dated January 22, 1973, concerning cooker liquor disposal by Rollins	
B-37	Memorandum from H. L. Felton to Chas. Mowrer, dated January 23, 1973, concerning MSA's for cooker liquor	
B-38	Budd's blanket order to Rollins Environmental Service, dated January 23, 1973 regarding cost of accepting Budd's liquor and phenolic resin waste	
B-39	Same as Exhibit B-38, but with handwritten notes	
B-40	Handwritten notes dated February 22, 1973 and enclosed State of New Jersey bill no. 1132 re solid and liqu[illegible] waste disposal	

B-41 Memorandum from J. L. Hearn to H. L. Felton, dated April 18, 1973, regarding ABM Disposal Service

B-42 Memorandum from H. L. Felton to J. L. Hearn, dated May 31, 1973, regarding cooker liquor

B-43 Memorandum from J. L. Hearn to H. L. Felton dated May 31, 1973, responding to H. L. Felton's cooker liquor letter dated May 31, 1973

B-44 Memorandum from H. L. Felton to J. L. Hearn, dated June 12, 1973, concerning waste disposal, cooker liquor, ABM Disposal, trash pump

B-45 Memorandum from H. L. Felton to J. L. Hearn, dated June 12, 1973 concerning waste disposal - cooker liquor - ABM Disposal

B-46 Memo from H. L. Felton to J. L. Hearn, dated June 20, 1973 regarding trash pump for cooker liquor

B-47 Form letter from Ellis Barnhouse, ABM Disposal Service addressed to Purchasing Agent, The Budd Company, received by Budd on June 25, 1973 Felton - 48

B-48 Memorandum from H. L. Felton to J. L. Hearn, dated July 19, 1973 enclosing EPA regulations

B-49 Letter from E. Barnhouse, ABM Disposal Service to F. Mann with cc to H. L. Felton, dated August 22, 1973 regarding price increases Felton - 49

B-50	Handwritten note with the date "October 15, 1973" on the top	Felton - 29
B-51	Letter from E. Barnhouse, ABM Disposal Service to H. L. Felton, dated January 30, 1974	Felton - 51
B-52	Memorandum from H. L. Felton to F. B. Mann and J. L. Hearn dated January 30, 1974 concerning ABM Diposal Service	
B-53	Memorandum from H. L. Felton to W. Brennan, Sr., dated January 31, 1974, concerning Rollins Environmental Service, Inc.	
B-54	Handwritten note dated January 21 regarding ABM not filling up the tank trucks	
B-55	Various handwritten memos concerning ABM Disposal,	Includes Felton - 28
B-56	Memorandum from H. L. Felton to F. B. Mann and J. L. Hearn, dated February 15, 1974 regarding cooker liquor	
B-57	Memorandum from H. L. Felton to F. B. Mann and J. L. Hearn, dated July 22, 1974, and enclosures regarding waste disposal, cooker liquor, Inland Pumping & Dredging Corporation (3 pages)	Felton - 58
B-58	Memorandum from H. L. Felton to F. B. Mann dated September 9, 1974, a handwritten memorandum from H. L. Felton to F. B. Mann regarding ABM's price	Felton - 62

B-59	Letter from M. Matt, Betz Environmental Engineers, Inc. to J. Sigg, dated October 15, 1974, concerning sludge sample analysis
B-60	Letter from H. L. Felton to O'Hara Sanitation Co., Inc. dated October 23, 1974 regarding laboratory analysis of paper mill sludge, with enclosed Betz analysis Felton - 31
B-61	Memorandum from H. L. Felton to J. L. Hearn dated November 18, 1974, regarding cooker liquor, Rollins Environmental, plus 3 attachments
B-62	Memorandum from H. L. Felton dated February 7, 1975 to J. L. Hearn regarding cooker liquor - Charles Differ, with attachments (4 pages)
B-63	Letter from Thomas J. Kulesza, Chief, Industrial Wastes Unit City of Philadelphia, Water Department to Dr. Thomas Ward, The Budd Company, dated February 21, 1979
B-64	Letter from T. F. Rutkowski, general manager, Budd Phoenixville, Pa. plant, to T. Kulesza, with enclosures
B-65	Document entitled "Material Evaluation of Vulcanized Fibre dated August 12, 1963"
B-66	Report entitled "Evaporator Efficiency Evaluation," Report TCR 5052, March 7, 1963
B-67	Answers of Third-Party Plaintffs (Generator Defendants) to The Budd Company's Interrogatories

B-68 Response of Third-Party Plaintiffs (Generator Defendants) to The Budd Company's Request for Production of Documents

APPENDIX B

List of Expected Witnesses

Budd expects to call the following fact witnesses at the time of trial. Budd reserves the right to call at trial all fact witnesses designated by the third-party plaintiffs, the United States, the Commonwealth of Pennsylvania and other third-party defendants who are listed in the Pre-Trial Memorandum filed by each of said parties. Although a brief statement of the anticipated testimony to be offered by each witness follows, Budd reserves the right to have such witnesses testify concerning any other matter that may become relevant as a result of third-party plaintiffs' presentation of their case.

1. Mr. Harry L. Felton. Mr. Felton, purchasing agent for the Budd Polychem Division, Bridgeport, Pennsylvania during the relevant time period, is expected to testify concerning the removal for disposal of waste material at the Bridgeport plant including arrangments and agreements between Budd and ABM, and Budd and other disposal and/or treatment firms. He is also expected to testify concerning the raw materials purchased by Budd to be used in the manufacturing processes at the Bridgeport plant. Mr. Felton is also expected to testify generally concerning the manufacturing processes at Bridgeport, the general nature and composition of the waste generated by each process; and the method of waste removal utilized. He is also expected to testify concerning the various documents provided to the third-party plaintiffs.

2. Mr. Joseph Sigg. Mr. Sigg, the manager of the lab at the Bridgeport plant and also a process engineer during the

relevant time period, is expected to testify concerning the materials purchased by the plant; the manufacturing processes at the Bridgeport plant; the nature and composition of waste materials generated by Budd; and the disposal and/or reclamation of the waste materials.

3. Dr. Thomas Ward. Dr. Ward, the Manager of Materials and Research at Budd's Technical Center, Fort Washington, Pennsylvania during the relevant time period, is expected to testify concerning environmental matters pertaining to Budd's Bridgeport plant. He is also expected to testify generally concerning the manufacturing processes at the Bridgeport plant; the nature and general composition of the waste materials generated by Budd; and the disposal and/or reclamation of the waste materials.

Budd reserves the right to call the following witnesses at the trial, in the event same becomes necessary due to testimony or evidence presented by third-party plaintiff, or in the event that certain stipulations as to authenticity and admissability of various documents provided to third-party plaintiffs by Budd cannot be agreed upon. In addition, Budd reserves the right to call additional witnesses in the event that may become relevant as a result of the presentation of third-party plaintiffs' case.

1. Mr. T. F. Rutkowski. Mr. Rutkowski, a manager of the Bridgeport plant during the relevant time period, is expected to testify concerning the same matters regarding which Mr. Felton is expected to testify.

2. Mr. John L. Hearn. Mr. Hearn, a plant manager at the Bridgeport facility during the relevant time period, is expected to testify concerning the same matters which Mr. Felton is expected to testify.

3. W. S. Stevenson. Mr. Stevenson, a plant engineer in charge of maintenance at the Polychem plant, is expected to testify concerning the removal of waste by ABM and the general types of waste generated by the Bridgeport plant.

4. F. B. Mann. Mr. Mann was acting general manager of the Bridgeport facility during part of the relevant time periods. Mr. Mann is expected to testify concerning accounting and requisition procedures at the Bridgeport plant.

5. E. C. Loughlin. Mr. Loughlin, who was in charge of shipping and receiving at the Bridgeport plant, is expected to testify concerning purchase documents pertaining to ABM as well as other contacts with ABM.

6. P. A. Lachenmayer. Mr. Lachenmayer was a foreman in the heavy fibre department at Budd. He is anticipated to testify generally concerning the waste generated in the fibre-making and vulcoid processes as well as concerning waste picked-up by ABM.

7. J. A. Puzyn. Mr. Puzyn, who was a lab technician in the Bridgeport Polychem plant, is expected to testify concerning the nature and composition of waste generated by the Bridgeport plant.

8. W. P. Logan. Mr. Logan was a supervisor of the lab at the Bridgeport facility and can be expected to testify concerning the nature and composition of wastes generated by the Bridgeport plant.

9. J. C. Baker. Mr. Baker was a lab technician in the Brigeport facility and is expected to testify concerning the nature and composition of wastes generated by the Bridgeport plant.

Expert Witnesses

Budd has designated Mr. Dennis Pennington as its expert to testify at the time of trial. Budd has attached as an exhibit the Rule 26(b)(4) information on the testimony and qualifications of Mr. Pennington.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA and The COMMONWEALTH OF PENNSYLVANIA, Plaintiffs	:	CIVIL ACTION
V.	:	
MELVIN R. WADE, EASTERN RUBBER RECLAIMING, INC., ABM DISPOSAL SERVICE COMPANY, INC., ELLIS BARNHOUSE, FRANKLIN P. TYSON, LARRY H. SLASS, as Trustee, APOLLO METALS, INC., CONGOLEUM CORPORATION, GOULD, INC., H. K. PORTER COMPANY, INC., SANDVIK STEEL, INC., Defendants	:	
APOLLO METALS, INC., CONGOLEUM CORPORATION, GOULD, INC., SANDVIK STEEL, INC., Third-Party Plaintiffs	:	
V	:	
J. L. CLARK MANUFACTURING COMPANY, DIVERSIFIED PRINTING CORPORATION, EAST FALLS CORPORATION, ELECTRO COATINGS DIVISION, ELECTRO COATINGS, INC., NAVAL AIR DEVELOPMENT CENTER, THE BUDD COMPANY, B. W. COATINGS, E. I. DUPONT DeNEMOUR & COMPANY, INC., FORD INDUSTRIAL SERVICES, HAVEN CHEMICALS COMPANY, JORDAN CHEMICAL, NL INDUSTRIES, INC., TEXACO, INC., WYETH LABORATORIES, INC., Third Party Defendants	:	NO. 79-1426

CERTIFICATE OF SERVICE

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA and The COMMONWEALTH OF PENNSYLVANIA, Plaintiffs	:	CIVIL ACTION
V.	:	
MELVIN R. WADE, EASTERN RUBBER RECLAIMING, INC., ABM DISPOSAL SERVICE COMPANY, INC., ELLIS BARNHOUSE, FRANKLIN P. TYSON, LARRY H. SLASS, as Trustee, APOLLO METALS, INC., CONGOLEUM CORPORATION, GOULD, INC., H. K. PORTER COMPANY, INC., SANDVIK STEEL, INC., Defendants	:	
APOLLO METALS, INC., CONGOLEUM CORPORATION, GOULD, INC., SANDVIK STEEL, INC., Third-Party Plaintiffs	:	
V	:	
J. L. CLARK MANUFACTURING COMPANY, DIVERSIFIED PRINTING CORPORATION, EAST FALLS CORPORATION, ELECTRO COATINGS DIVISION, ELECTRO COATINGS, INC., NAVAL AIR DEVELOPMENT CENTER, THE BUDD COMPANY, B. W. COATINGS, E. I. DUPONT DeNEMOUR & COMPANY, INC., FORD INDUSTRIAL SERVICES, HAVEN CHEMICALS COMPANY, JORDAN CHEMICAL, NL INDUSTRIES, INC., TEXACO, INC., WYETH LABORATORIES, INC., Third Party Defendants	:	NO. 79-1426

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing Pre-Trial Memorandum of Third-Party Defendant, The Budd Company, were served by first-class mail, postage pre-paid, upon all counsel on April 23, 1984, as follows:

Kevin Gaynor, Esquire U.S. Department of Justice Env. Enforcement Section Land & Natural Resources Div. 10th and Pennsylvania Avenues Washington, D.C. 20530	Attorneys for United States
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William G. Cilingin, Esquire Naulty, Scaricomazza & McDevitt 1530 Land Title Building Philadelphia, PA 19110	Attorneys for Jordan Chemical Company
Douglas R. Blazey, Chief Counsel William Sierks, Assistant Counsel Commonwealth of Pennsylvania Department of Environmental Resources Bureau of Regularoty Counsel Room 505, Executive House P. O. Box 1257 Harrisburg, PA 17120	Plaintiff, Intervenor Commonwealth of Pennsylvania Dept. of Environmental Resources

Thomas R. Harrington

THOMAS R. HARRINGTON
JENNIFER BERKE
Attorneys for The Budd Company

Attachment "E"

4/11/84

CONTINENTAL-DIAMOND FIBRE CORPORATION
Technical Division
CONTINUOUS FIBRE PROCESS SPECIFICATION. Sheets only untrimmed

MATERIAL:

Grade: 3 BT
Thickness: 0.085" - 0.090"
Color: Alpha White
Finish: Calendered
Width: 48" min. untrimmed
Moisture Content: 6 - 7%
Specific Gravity: 1.30 (min.)
Zinc Chloride Content: 0.020% max.

Code No: 30-083-50-.085/.090"-48
Issue No: 1
Date of Issue: November 1,1959
Reason for Re-Issue:

PAPER:
Code Numbers: 25-832-76.5
Grade and Colors: 3 BT White
Width of Paper: 58-1/2"
# of Plies: 16

Basis Weight Buildup:
16 plies 76-1/2#
Wt. % of Basis Wt. Paper Used:
100% - 76½# Paper

TREATMENT:
Mach. No: 2
Zinc Chloride: (new)
Baume: 71° - 72°
Temp: 80° - 85°F.

Cylinders:

	Outside	Inside
Top:	85°F	100° - 110°F.
Bot:	95°F	110° - 120°F.

Making Speed: 12 ft/min

PURING:
Strong Water Puring Speed: 12 ft/min. Fresh Water Puring Speed: 6'/min.
pH of Acid Tank #23: None - see Oxalic acid tank = 0.4% Sol.

Tank No.	Baume	Temp.	Tank No.	Baume	Temp.	Tank No.	Baume	Temp.
1	16		8	4		12		Rm. Temp.
2	15		9	3		16		Temp. feed-back H_2O
3	14	Rm.	10	2	Rm.	17-19 (Reel tank)		
4	11	Temp.	11	1	Temp.	20-22 (Cold H_2O)		
5	10		12	0		23 Skip tank #23 -		Oxalic acid
6	7		13	0		24-29 (Cold H_2O)		Tank 24
7	6		14	0		30-35 (Hot H_2O) 125°F.		0.4% Sol

DRYING:
Drying Speed: 8 ft/min

Oven Temperatures (°F)

#1	#2	#3	#4
290	290	290	290
#5	#6	#7	#8
300	300	300	300

Cylinder Temps:
1st. Set: 290°F.
2nd. Set: 290°F.
3rd. Set: 290°F.

[redacted] B-7

WRITTEN BY: _____ (Technical Control) ACCEPTED BY: _____ (Foreman Cont. Fibre)

ISSUED BY: _____ (Supervisor Tech. Control) APPROVED BY: _____ (Plant Manager)

AR201002

CONTINENTAL-DIAMOND FIBRE CORPORATION
Technical Division
CONTINUOUS FIBRE SPECIFICATION

MATERIAL:

Grade: Abrasive (Behr-Manning)
Thickness: 0.010"
Color: Blue
Finish: Calendered
Width: 40" (min.) untrimmed
Moisture Content: 6 - 7%
Sp.Gravity: 1.25 (min.)
Zinc Chloride Content: 0.03% (max.)

Code No.: 30-217-50-.010"-40"
Issue No: 1 Trimmed to 37½ for E/
Date of Issue: 11-1-59
Reason for Reissue:

PAPER:

Code Numbers: 25-625-50

Grade and Colors: Abrasive Blue

Width of Paper: 52"
# of Plies: 3

Basis Weight Buildup:
3 plies - 50# Paper
Wt. % of Basis Wt. Paper Used:
100% - 50# Paper

TREATMENT:

Mach. No.: 3

Zinc Chloride:
Baume: 71° - 72°
Temp.: 85° - 90°F.

Cylinders:

	Outside	Inside
Top:	135	160° - 170°F.
Bot:	130	150° - 160°F.

Making Speed: 15' ft./min.

PURING

Strong and Fresh Water Puring Speed: 15 ft./min.

Tank No.	Baume	Temp.
1	12-15	Rm. Temp.
2	8-10	" "
3	4-6	Rm.
4	1-3	Temp.
5	0	
6	0	
7		Rm. Temp.
8		" "
9		Seasonal cold H_2O feed back
10		125°F.
11		"
12		"
13		"

DRYING:

Drying Speed: 15 ft./min.

Cylinder Temperatures: 1st. Set: 140°F.
2nd. Set: 130°F.
3rd. Set: 130°F.

Written by: _____ (Technical Control)
Accepted by: _____ (Foreman - Cont. Fibre)

Issued by: _____ (Supervisor Technical Control)
Approved by: _____ (Plant Mgr.)

O'D

CONTINENTAL-DIAMOND FIBRE CORPORATION
Technical Division
CONTINUOUS FIBRE PROCESS SPECIFICATION

Sheets only untrimmed.

MATERIAL:

Grade: Abrasive Chocolate (Albertson)
Thickness: .030"
Color: Choccate(surfaces) Gray core
Finish: Calendered
Width: 47" (min.) and 50" (min.) untrimmed
Moisture Content: 6.5 - 7.0
Specific Gravity: 1.25 - 1.30
Zinc Chloride Content: 0.03% max.

Code No: 30-021-50-030-50 47
Issue No: 1
Date of Issue: 11-1-59
Reason for Re-Issue:

PAPER:

	53"	62"
Code Numbers:	(25-707-62) or (25-646-62)	(25-[illegible]-62) (25-[illegible]-62)
Grade and Colors:	(Abrasive Chocolate (Abrasive Gray	
Width of Paper:	53" & 62"	
# of Plies:	7	

Basis Weight Buildup: 2 plies Chocolate, 5 plies Gray - 62#

Wt. % of Basis Wt. Paper Used:
71.4% - Abr. Gray = 62# paper
28.6% - Abra. Choc. - 62# paper

TREATMENT:

Mach. No: 2

Zinc Chloride:
Baume: 72 - 72°
Temp: 80 - 90°F.

Cylinders:

	Outside	Inside
Top:	135°F	150 - 160°F.
Bot:	120°F.	120 - 130°F.

Making Speed: 18 ft./min.

PURING:

Strong Water Puring Speed: 18 ft/min. Fresh Water Puring Speed: 20 ft./min.
pH of Acid Tank #25: 3.5 - 4.0

Tank No.	Baume	Temp.	Tank No.	Baume	Temp.	Tank No.	Baume	Temp.
1	16	|	8		|	15		Rm. Temp.
2	15	|	9		|	16	Rm. temp. feed-back H_2O	
3	14	Rm.	10	-	Rm.	17-19	(Reel tanks)	) Seasonal
4	11	Temp.	11	-	Temp.	20-22	(Cold H_2O)	) Cold H_2O
5	10	|	12	0	|	23	(Cold Tank)	) temp.
6	7	|	13	0	|	24-29	[illegible] H_2O)	)
7	6	|	14		|	30-35	(Hot H_2O) -	125°F.

DRYING:

Drying Speed: 20 ft./min.

Oven Temperatures (°F)

#1	#2	#3	#4
255	255		
#5	#6	#7	#8
		255	255

Cylinder Temp.

1st. Set: 220°F. Cyl. 1, 2, 3, 4, 10
2nd. Set: 220°F. " 11, 12, 13, 14, 20
3rd. Set: 230°F. " 21, 22, 23, 28, 29, 30, 31

WRITTEN BY: _____ (Technical Control) ACCEPTED BY: _____ (Foreman Cont. Fibre)

ISSUED BY: _____ (Supervisor Tech. Control) APPROVED BY: _____ (Plant Ma[illegible])

AR201004
B-7(b)

CONTINENTAL-DIAMOND FIBRE CORPORATION
Technical Division

MULTIPLE VULCOID SPECIFICATIONS

MATERIAL:

Grade: Vulcoid
Color: Natural
Thickness: 3/32" (.093")
Finish: To be calendered
Full Sheet Size:
Untrimmed: 46" x 84"
Trimmed: 44" x 82"
Half Sheet Size:
Untrimmed: 46" x 42"
Trimmed: 44" x 41"
Average Resin Content: 6.0 %
Average Moisture Content: 5.5 - 6.5%

Code No: 31-093-55-093-46-84

Issue No: 1

Date of Issue: February 8,1950

Reason for Re-issue:

PROCESSING OF FIBRE

PAPER:

Code Numbers: (25-752-70 [illegible] Mottled)
(25-718-70 [illegible] Gray)

Grade & Colors: (#2 [illegible] Mottled
(#2 [illegible] Gray

Width of Paper: 58-1/2"

# of Plies: 16

Basis Wt. Buildup: (2 surface plies 70# Mottled
(14 core plies 70# Gray

Wt. % of Basis Wt. Paper Used:
12.5% - 70# Mott[illegible]er
87.5% - 70# Gray [illegible]

TREATMENT:

Zinc Chloride:
Baume: 71 - 72°
Temp: 80 - 85°F

Making Cylinders:
Outside Tor Temp: 120 - 1[illegible]
Outside Ext. Temp: 120 - 130°F

Making Length of Sheet: 96"

Making Speed: [illegible] ft/min.

Time Prior to Strong Water Immersion: 1/2 hour

PURING:

# of Sheets per Tank: 125

	Baume	# of Days	Water Temp.
1st. Strong Water:	8	2	Rm. Temp.
2nd. Strong Water:	5	2	" "
3rd. Strong Water:	1	2	" "
First Fresh Water:	0	} 10 daily seasonal cold H_2O changes	
Last Fresh Water:	0		

Loosening: Sheets in tubs should be loosened every oth[illegible] day throughout entire fibre puring.

Fungicidal Treatment:
April 1st. - November 1st: 2.5 lbs (1000 cc) Nalco-201 for each last (8) changes of cold water.
November 1st. - April 1st: None, except on weekends an shutdowns.

Wax & Zinc Chloride: [illegible]%

AR201005

Grade: Vulcoid
Code No: 31-093-55-.093-46-84

PROCESSING AS VULCOID

RESIN SOLUTION:

# of Sheets per Tank: 100 max.
# of Days in Resin Solution: 4
Concentration of Resin Solution:

	% Resin	Sp.Grav. of Solution
Max.	14.2	1.052
Min.	13.8	1.051

Note: In order to maintain the above % Resin concentrations, it may frequently be necessary to blend new Resin (18.5 - 20.0% concentration) with less concentrated solutions. Resin having a concentration below 9.0% should be discarded.

Insertion: It is absolutely necessary that the sheets are fanned with the resin solution as they are placed in the Resin Tanks. This is to insure that there is sufficient resin between the fibre sheets to soak into the fibre.

CAUSTIC SOLUTION:

# of Shts. per Tank: 50 per tank
# of Days in Caustic Solution: 4
Concentration of Caustic Solution:

	% Caustic	Sp.Grav. of Solution
Avg.	2.0	1.023
Min.	1.52	1.018

Practically speaking, the Caustic Solution is prepared and used in the following manner -
1 drum of Caustic flakes (400 lbs) is added to 58-1/2" Water. (Circular front Caustic Tanks = 28.584 gals. or 237.3 lbs. per inch)
This solution is used 4 times. Then 1/2 drum of Caustic flakes (200 lbs) is added and the solution used 4 more times. After this, it is discarded.

Insertion: Similar to their insertion in Resin, the sheets are likewise fanned with the Caustic solution as they are placed in the Caustic Tanks. Every sheet should be adequately separated, by inserting between them 7/8" square cyprus sticks (64" long). This means there may be as many as (240) sticks per tank, to insure full separation.

Washing: After coming from Caustic, the sheets are passed through the old Washers before going into Fresh Water. This is to remove excess surface resin.

PURING:

# of sheets per Tank: 100 max.
# of Cold Water Changes: 6
# of Hot Water Changes: 12

Final Washing: Sheets are run through the new Washers and scrubbed before drying.

Grade: Vulcoid
Code No: 31-093-55-.093-46-84

DRYING:

Ross Oven Temp.	Zone 1:	325°F
	Zone 2:	245
	Zone 3:	245
	Zone 4:	245

Traveling Speed: 8-1/2 in/min.

Moisture Content: 5.5 - 6.5%

PRESSING:

Temp. of Press: 250°F

Pressing time: 1 minute

Written by:_____ Accepted by:_____
(Technical Control) (Foreman - Vulcoid Dep't

Issued by:_____ Approved by:_____
(Supervisor Tech.Control) (Plant Manager)

O'D

CONTINENTAL-DIAMOND FIBRE CORPORATION
Technical Division

CUTTING VULCOID SPECIFICATIONS

MATERIAL:

Code No: 31-093-55-.250"-44-82

Grade: Vulcoid
Color: Natural
Thickness: 1/4" (.250")
Finish: To be calendered
Full Sheet Size:
Untrimmed: 44" x 82"
Trimmed: 42" x 80"
Half Sheet Size:
Untrimmed: 44" x 41"
Trimmed: 42" x 38"
Average Resin Content: 6%
Average Moisture Content: 5.5 - 6.5%

Issue No: 1

Date of Issue: February 8,1960

Reason for Re-Issue:

PROCESSING AS FIBRE

PAPER:

Code No: 25 - 718 - 70

Grade, Basis Wt: #2½ - 70#

Color:

Width of Paper: 58-1/2

MAKING CONDITIONS:

Zinc Chloride: Baume: 71 - 72
Temp. (°F) 85 - 90°

Cylinders: Outside Top Temp.(°F): 120°
Outside Bot.Temp.(°F): 90°

Green Thickness Swell: .485" - .500"

Rolling Time: 5 min.

Time prior to Strong H_2O Immersion:
Up to 1/2" - 1 to 6 hours
1/2" & Over - overnight.

SOAKING:

# of Sheets per Tank: 80

	Baumé	# of Days	Water Temp.
1st. Strong Water	20 - 25	6	Rm.Temp.
2nd. Strong Water	10 - 15	3	" "
3rd. Strong Water	5 - 8	3	" "
4th. Strong Water	1 - 3	2	" "
Fresh Water	0	20	Seasonal cold H_2O temp.

Loosening: Up to 1/2" - shts. should be loosened twice a week.
1/2" and over - Shts. should be loosened weekly.

Fungicidal Treatment:
April 1st. - November 1st: 2.5 lbs. (1000 cc) Nalco 201 for each last (15 9 changes of cold water.
November 1 - April 1: None, except on weekends and during shutdowns.

Max. % Zinc Chloride 0.06%

PROCESSING AS VULCOID

RESIN SOLUTION:

# of Sheets per Tank: 40 max.
# of Days in Resin Solution: 5
Concentration of Resin Solution:

	% Resin	Sp.Grav. of Solution
Max.	18.5	1.070
Min.	14.8	1.055

Note: In order to maintain the above % Resin concentrations, it may frequently be necessary to blend new Resin (18.5 - 20.0% concentration) with less concentrated solutions. Resin having a concentration below 9.0% should be discarded.

Insertion: It is absolutely necessary that the sheets are fanned with the resin solution as they are placed in the Resin Tanks. This is to insure that there is sufficient resin between the fibre sheets to soak into the fibre.

CAUSTIC SOLUTION:

# of Shts. per Tank: 20 max.
# of Days in Caustic Solution: 5
Concentration of Caustic Solution:

	% Caustic	Sp.Grav. of Solution
Avg.	2.0	1.023
Min.	1.52	1.018

Practically speaking, the Caustic Solution is prepared and used in the following manner -
1 drum of Caustic flakes (400 lbs) is added to 58-1/2" Water. (Circular front Caustic Tanks = 28.584 gals. or 237.3 lbs. per inch)
This solution is used 4 times. Then 1/2 drum of Caustic flakes (200 lbs) is added and the solution used 4 more times. After this, it is discarded.

Insertion: Similar to their insertion in Resin, the sheets are likewise fanned with the Caustic solution as they are pl. d in the Caustic Tanks. Every sheet should be adequately separated, by inserting between them 7/8" square cyprus sticks (64" long). This means there may be as many as (150) sticks per tank, to insure full separation.

Washing: After coming from Caustic, the sheets are passed through the old Washers before going into Fresh Water. This is to remove excess surface resin.

RUBING:

# of sheets per Tank: 40 max.
# of Cold Water Changes: 8
# of Hot Water Changes: 15

Final Washing: Sheets are run through the new Washer and scrubbed before drying.

Grade: Vulcoid
Code No: 31-093-55-.250"-44-82 page #3

DRYING:

First Drying:
Air Drying Time: None
Temp. of D.H. (°F): 140°F
Drying Time: 2 days

Second Drying:
Temp. of D.H. (°F):) None
Drying Time:)

Prepressing:
Temp. of Press (°F):) None
Pressing time:)

Final Pressing:
Temp. of Press (°F): 250°F.
Pressing Time: 8-1/2 minutes

Written by: _____ Accepted by: _____
(Tehnical Control) (Foreman - Vulcoid Dept.)

Issued by: _____ Approved by: _____
(Supervisor Tech.Control) (Plant Manager)

O'D

CONTINENTAL-DILMOND FIBRE CORPORATION
Technical Division
CONTINUOUS FIBRE PROCESS SPECIFICATION.

MATERIAL:

(EI type)

Grade: Abrasive (All Purpose) for Code No: 30-030-50-035-51
Thickness: .035" Plasticized Issue No: 2
Color Choc.-Olive (Dk.Granite core) Date of Issue: April 6,1960
Finish Calendered Reason for Re-issue:
Width 51" (min.) untrimmed Special #2-1/2 paper. Basis Wt.
Moisture Content: 6.5 - 7.0% changed from 69# to 68#.
Specific Gravity: 1.20 (min.)
Zinc Chloride Content: 0.03% max.

PAPER:
Code Numbers: (Choc) 25-656-68
(Gray) 25-724-68
(Dk.Granite) 25-695-70
Grade and Colors: (Olive) 25-765-68

Width of Paper: 64"
# of Plies: 7
Basis Weight Buildup: (1 surface Choc.68#
(1 ply Gray 68#
(4 " Dk.Gran. 70#
(1 surface Olive 68#

Wt. % of Basis Wt. Paper Used:
14.18% #2½ Spec.Abr.Choc 68#
14.18% #2½ " " Grey 68#
57.52% #3 Dk.Granite 70#
14.16% #2½ Spec.Abras. Olive 68#

TREATMENT:

Mach.No: 2

Zinc Chloride:
Baume: 71 - 72°
Temp: 85 - 88°F

Cylinders:

	Outside	Inside
Top:	115°F	)By hand
Bot:	115°F	)surface pyrom

Making Speed: 18 ft/min.

PURING:

Strong Water Puring Speed: 18 ft/min. Fresh Water Puring Speed: 18 ft/min.
pH of Acid Tank #23: omit

Tank No.	Baumé	Temp.	Tank No.	Baumé	Temp.	Tank No.	Baumé	Temp.
1	16	•	8	4	•	15 & 16		Rm.Temp.
2	15	•	9	3	•	17	Rm.	temp feed tank H_2O
3	14	Rm.	10	2	Rm.	18 - 20	(Reel tank)	)Season
4	11	Temp.	11	1	Temp.	21 - 22	(Cold H_2O)	)Cold H.
5	10	•	12	0	•	23	omit	)Temp.
6	7	•	13	0	•	24 - 29	(Cold H_2O)	)
7	6	•	14	0	•	30 - 35	(Hot H_2O) - 125°F	

DRYING:

Drying Speed: 16 ft/min.

Oven Temperatures (°F)

#1	#2	#3	#4
300	300		
#8	#7	#6	#5
300	300		

Cylinder Temps:

1st. Set: 230°F: 1,2,3,9,10,11

2nd. Set: 230°F: 12,13,19,20,21

3rd. Set: 250°F: 29,30,31

WRITTEN BY: _____ ACCEPTED BY: _____
(Technical Control (Foreman Cont. Fibre)

ISSUED BY: _____ APPROVED BY: _____
(Supervisor Tech.Control) (Plant Man

AR201011
B-7(c)

O'D

CONTINENTAL-DIAMOND FIBRE CORPORATION
Technical Division
CONTINUOUS FIBRE SPECIFICATION

MATERIAL:

Grade: Abrasive (Regular)*
Thickness: .017"
Color: Choc. & Olive (Grey core)
Finish: Calendered
Width: 42" (min.) untrimmed
Moisture Content: 6.0 - 7.0
Sp.Gravity: 1.20 (min.)
Zinc Chloride Content: 0.03% max.

Code No.: 30-238-50-017-42
Issue No: 2
Date of Issue: April 18,1960
Reason for Reissue:
Code #238 (as applied to Issue 1) is being dropped. This is basically #236 Regular Choc./Olive fibre.

PAPER:
Code Numbers: (25-705 (Abras. Gray)
(25-645 (Abras. Choc)
(25-759 (Abras. Olive)
Grade and Colors:
Abrasive Choc, Olive & Grey
Width of Paper: 51"
# of Plies: 4
Basis Weight Buildup: (1 surface ply Choc. 62#
(1 " ply Olive 65#
(2 core plies Grey 62#

Wt. % of Basis Wt. Paper Used:
49.4% Abras. Gray 62# paper
24.7% Abras. Choc. 62# paper
25.9% Abras. Olive 65# paper

TREATMENT:

Mach. No.: 3

Zinc Chloride:
Baume: 71 - 72
Temp.: 85 - 90

Cylinders:

	Outside	Inside
Top:	125°F	140-150°F
Bot:	135°F	160-170°F

Making Speed: 15 ft/min.

PURING

Strong and Fresh Water Puring Speed:

Tank No.	Baume	Temp.
1	12-15	.
2	8-10	.
3	4-6	Rm.
4	1-3	Temp.
5	0	.
6	0	.
7		Rm. Temp.
8		" "
9	Seasonal Cold H_2O Feed back	
10		125°F.
11		"
12		"
13		"

DRYING:

Drying Speed: 15 ft/min.

Cylinder Temperatures: 1st. Set: 150°F
2nd. Set: 150°F
3rd. Set: 150°F

Written by:_____ Accepted by:_____
(Technical Control) (Foreman - Cont. Fibre)

Issued by:_____ Approved by:_____
(Supervisor Technical Control) (Plant Mgr.)

*See also mfg. of this thickness on #2 FM

O'D

B-7(a)

AR201012

(4)

October 10, 1966.

COMPOSITION (Estimated) OF VULCOID PROCESS WASTES

Vulcoid Process Wastes are shipped out in three different forms.
(1) Spent Resin as such.
(2) Spent Caustic as such.
(3) Solution mixture of Spent Resin and Caustic.

R. Smith reports that in most cases, he ships out in Waste Trucks the Spent Resin and the Spent Caustic solutions individually. However, this does not mean that the mixture of the two is not shipped with relative frequency.

The writer has been requested herewith to make an estimated evaluation of these wastes.

(1) Spent Resin Solution
This is an aqueous solution of Aniline-hydrochloride formaldehyde. It is the acidic salt of Aniline-formaldehyde, which in its non-acid and neutralized state is a solid. In its acid form mixed with water, it is a dark amber solution. At the time the resin is to be disposed, it has the potentiality of approximately 10% solids Aniline-formaldehyde, upon neutralization with a strong base. Therefore, the solution contains at the time of disposal approximately 90% water. It has a pH ranging from 1.3 to 1.5. Actual solid contents of the ~~resin~~ aqueous Resin solution is approximately less than 0.1% and this is mostly dirt. Sp. Gravity of the spent Resin solution is about 1.030.

(2) Spent Caustic Solution
This is a strong base solution of Caustic with a pH of about 12.0-13.0. New Caustic Solution is about 5.0% NaOH, and after being reused several times, the % NaOH at the time of disposal is about 2.0% maximum. The solution contains about 0.7% solids. These solids are particles of the precipitated Aniline-Formaldehyde, which quickly settle. When agitated, these particles can cause the solution to be cloudy, but they quickly settle leaving a fairly clear solution.

(3) Solution Mixture of Spent Resin and Spent Caustic.
Spent Caustic solution is mixed with Spent Resin Solution and forms this highly precipitous basic solution having a pH of 12.0-12.5. The Caustic immediately precipitates the Aniline-hydrochloride formaldehyde, by neutralizing the hydrochloric acid and forming the solid aniline-formaldehyde in an aqueous base solution. The solution contains about 32.0% solids. Of these solids approximately 11.3% are large particle solids, which quickly settle to the bottom and 20.7% are very fine solids which remain mostly in an emulsified state which can be settled out by centrifuging, but otherwise are very slow. As a consequence at the time of shipment and undoubtedly at the time of disposal by the Waste Disposal Company, the solution is in an emulsified state. Both the larger particles and the fine suspended ones are solid aniline-formaldehyde particles. There is also some dirt, and possibly some minute amount of loose cellulose in the solution but in extremely small amounts, probably less than 0.1%.

F.L. McCarthy

October 10, 1966.

[illegible]

Vulcoid [illegible] Wastes are shipped out in three different forms.

(1) Spent Resin as such.
(2) Spent Caustic as such.
(3) Solution mixture of Spent Resin and Caustic.

R. Smith reports that in most cases, he ships out in tank trucks the Spent Resin and the Spent Caustic solutions individually. However, this does not mean that the mixture of the two is not shipped with relative frequency.

The following is a [illegible] which is an estimated (conservative) evaluation of these wastes.

(1) Spent Resin Solution
This is an aqueous solution of Aniline-hydrochloride formaldehyde. It is the acidic salt of aniline-formaldehyde, which in the non-acid and neutralized state is a solid. In its acid form mixed with water, it is a dark amber solution. At the time the resin is to be disposed, it has the potentiality of approximately 10% solid Aniline-formaldehyde, upon neutralization with a strong base. Therefore, the solution contains at the time of disposal approximately 90% water. It has a pH ranging from 1.3 to 1.5. Actual solid contents of the aqueous Resin solution is generally only less than 0.1% and this is mostly dirt. Sp. Gravity of the spent Resin solution is about 1.030.

(2) Spent Caustic Solution
This is [illegible] solution of Caustic with a pH of about 12.0-13.0. New Caustic solution is about 5.0% NaOH, and after being reused several times, the % NaOH at the time of disposal is about 2.0% [illegible]. The solution contains about 0.1% solids. These solids are particles of the precipitated Aniline-formaldehyde, which quickly settle. When agitated, these particles can cause the solution to be cloudy, but they quickly settle leaving a fairly clear solution.

(3) [illegible] Spent Resin and Spent Caustic.
[illegible] solution and [illegible] having a pH of 12.[illegible]5. [illegible] the Aniline-[illegible] the hydrochloric acid [illegible] less [illegible] solids. [illegible] quickly [illegible] solids which remain [illegible] out by [illegible] of disposal by [illegible]

FORM 116

INTER-OFFICE CORRESPONDENCE

The Bird Company

POLYCHEM - BRIDGEPORT
(PLANT/OFFICE)

DATE: APRIL 19, 1967

FROM: W. P. LOGAN

TO: MR. J. L. HEARN
BRIDGEPORT

TITLE AND/OR OFFICE: MANAGER PROCESS ENG.

CC: MR. N .J. TUTTLE
MR. J. P. SIGG

SUBJECT: SPENT COOKER LIQUOR ANALYSIS

WORK BY: J. HOOPER

A SAMPLE OF LIQUOR WAS OBTAINED FROM A COOK OF 2-1/2 TRACK PAPER ON 4/12/67 FOR ANALYSIS. THE SAMPLE WAS TAKEN AT THE END OF THE COOK. THIS IS A TYPICAL COOK.

FURNISH -

5750	LBS.	PASTEL TOWELS
5750	LBS.	WIPERS
2750	GAL.	WATER
850	LBS.	CAUSTIC 50%

COOKING TIME 6 HRS.
STEAM PRESSURE 40 PSI

THE ANALYSIS IS AS FOLLOWS:

12.4	PH
22.1 %	TOTAL SOLIDS
5.8 %	INORGANIC MATERIAL
16.3 %	ORGANIC MATERIAL
0.004%	SILICA
0.017%	UNUSED CAUSTIC AS NAOH
82.13%	SPENT CAUSTIC AS CARBONATES AND BICARBONATES

W. P. LOGAN

DM

AR201015

INTER-OFFICE CORRESPONDENCE

DEPOSITION EXHIBIT
Felton-22
1-24-84

DATE: August 27, 1970

Polychem/Bridgeport
(PLANT/OFFICE)

W. P. Logan

FROM: J. C. Baker

TITLE AND/OR OFFICE: Process Engineering

cc: J. L. Hearn
M. O. Ransone
N. J. Tuttle

SUBJECT: Typical Waste Cooking Liquor Analysis

Property	Typical Value
pH	13.3
Specific Gravity	1.0184
Suspended Solids	0.032%
Dissolved Solids	5.41%
Total Solids	5.48%
Organic Content (Resins, Waxes, Oils, etc.)	3.09%
Inorganic Content (Carbonates, Bicarbonates, etc.)	2.39%
OH - as NaOH	0.15%
CO_3 = as Na_2CO_3	1.70%
Water Content	94.52%

The above values are those determined by J. A. Puzyn on a sample taken May 3, 1968.

BOD_5	8,000

BOD determination made by Mr. Cerra of the Budd Company, Hunting Park Plant, on a duplicate of J. A. Puzyn's May 3, 1968 sample.

Toxicity	Not Toxic
Odor	Mildly Pungent
Color	Dark Brown - Cloudy

The above properties are taken from a report by W. P. Logan to E. F. Heffernan, Jr., April 23, 1968.

Written by: J. C. Baker J. C. Baker

Approved by: W. P. Logan W. P. Logan

/jal

AR201016

SPENT COOKING LIQUOR - TYPICAL VALUES

pH	12.8
Specific Gravity	1.045
Total Solids	6.35 %
Suspended Solids	0.16 %
Organic Content	2.77 % } Dissolved & Suspended
Inorganic Content	3.58 % }
Water Content	93.65 %
OH^- as NaOH	1.71 %
CO_3^{--} as Na_2CO_3	None
Chlorine Demand	3,980 ppm
Ether Extractable	2,204 ppm
Alkalinity	
Phenolpthalein	23,600
Methyl Orange	40,500
BOD	6,650 ppm
COD	27,091 ppm
Color Units	10,000

BETZ LABORATORIES, INC.

COMMERCE ROAD, TREVOSE, PENNSYLVANIA 19047

(12)

October 12, 1970

The Budd Company
Polychem Division
Front and Ford Streets
Bridgeport, Pennsylvania 19405

Attention: Mr. W. P. Logan

Gentlemen:

Attached is the report of the laboratory examination of three sets of waste samples dated September 18, September 22, and September 28, 1970. The analyses performed on these samples are in accordance with your specific instructions. The data has been previously transmitted to you by telephone.

We wish to express our appreciation for this opportunity of serving you. If any questions should arise, please feel free to contact this office. Please be assured of our continued interest and cooperation.

Very truly yours,

DETZ LABORATORIES, INC.

David S. Murray

David S. Murray
Assistant Project Engineer
Consulting Division

DSM/dy

cc +1
Enc.

AR201018

ANALYSIS

FOR | The Budd Company
Polychem Division
Bridgeport, Pennsylvania

BETZ
TREVOSE, PENNSYLVANIA 19047

SAMPLE DATED: September 18, 1970

SAMPLE IDENTIFICATION:

	Vulcoid Waste Resin	Vulcoid Waste Caustic	Waste Cooking Liquor	Resin Mill Waste
pH	3.0	13.7	13.7	-
B.O.D., mg/l	125	322	1547	-
C.O.D., mg/l	274,896	2481	43,275	157,368

ANALYSIS

FOR The Budd Company
Polychem Division
Bridgeport, Pennsylvania

BETZ
TREVOSE, PENNSYLVANIA 19047

SAMPLE DATED: September 22, 1970

SAMPLE IDENTIFICATION:

	Vulcoid Waste Resin	Vulcoid Waste Caustic	Waste Cooking Liquor	Resin Mill Waste
pH	3.1	13.4	13.4	-
B.O.D., mg/l	110	380	6650	-
C.O.D., mg/l	248,995	2550	27,091	139,440
Phenolphthalein Alkalinity as $CaCO_3$, mg/l	-	-	23,600	-
Methyl Orange Alkalinity as $CaCO_3$, mg/l	-	-	40,500	-
Color Units	-	-	10,000	-
Suspended Solids, mg/l	-	-	5450	-
Odor	-	-	Caustic	

FOR | The Budd Company
Polychem Division
Bridgeport, Pennsylvania

BETZ
THEVOSE, PENNSYLVANIA 19047

SAMPLE DATED: September 28, 1970

SAMPLE IDENTIFICATION:

	Vulcoid Waste Resin	Vulcoid Waste Caustic	Waste Cooking Liquor	Resin Mill Waste
pH	2.5	13.3	13.5	-
B.O.D., mg/l	105	270	7700	-
C.O.D., mg/l	263,588	2434	31,939	173,160

ENG152 5/68

AR201021

Div. of The Budd Company, Inc.

9-6-56

Mr.A.H.Haroldson, Newark
Mr.R.S.Handly
Mr.J.Nycum
File

Subject: Rag Cooker Analysis.

Liquor contains 5 - 9% total Solids, the Solvent being water.

The Solids consist of:

1 - Sodium Soaps of the common higher fatty acids. (Soluble)

2 - Emulsified waxes and greases which are not saponifiable, and which generally precipitate when liquor cools.

3 - Inorganic salts - Nacl, $NaHco_3$, Na_2SO_4, ammonium compounds. (Soluble)

4 - Pectins, and pectinic acid - with probable corresponding salts.

5 - In rare cases, Na_2CO_3, and rarer still NaOH.

6 - Organics other than soaps - Chiefly degradated cellulose, with products resulting from such degradation. (i.e. dextrius, pentosans, starches, sugars, etc.)

Many of these organics are insoluble in cold water.

It should be noted that in past attempts, at CDF, to evaporate this liquor for recovery of alkaline bodies, economical operation was not attained. As a fertilizer, the possible high alkalinity would probably liberate soil nitrogen, hence deplete it of this necessity.

pH 9.0 - 14.0 Most prevalent range 9.5 - 11.5

Vulcoid Wastes.

These are acidic by nature, and contain suspended resin which can be settled.

Current work and planning for proper disposal of this waste is in progress.

The settled resin, because of limited solubility, would probably need to be incinerated.

The supernatant layer is rich in sodium chloride, and is acidic (Hcl).

O'D

By: John M. Nycum

(43)

October 20, 1966.

COMPOSITION (Estimated) OF VULCOID PROCESS WASTES

Vulcoid Process Wastes are shipped out in three different forms.
(1) Spent Resin as such.
(2) Spent Caustic as such.
(3) Solution mixture of Spent Resin and Caustic.

R. Smith reports that in most cases, he ships out in Waste Trucks the Spent Resin and the Spent Caustic solutions individually. However, this does not mean that the mixture of the two is not shipped with relative frequency.

The writer has been requested herewith to make an estimated evaluation of these wastes.

(1) Spent Resin Solution
This is an aqueous solution of Aniline-hydrochloride formaldehyde. It is the acidic salt of Aniline-formaldehyde, which in its non-acid and neutralized state is a solid. In its acid form mixed with water, it is a dark amber solution. At the time the resin is to be disposed, it has the potentiality of approximately 10% solid Aniline-formaldehyde, upon neutralization with a strong base. Therefore, the solution contains at the time of disposal approximately 90% water. It has a pH ranging from 1.3 to 1.5. Actual solid contents of the aqueous Resin solution is approximately less than 0.1% and this is mostly dirt. Sp. Gravity of the spent Resin solution is about 1.030.

(2) Spent Caustic Solution
This is a strong base solution of Caustic with a pH of about 12.0-12.5. New Caustic Solution is about 5.0% NaOH, and after being reused several times, the % NaOH at the time of disposal is about 2.0% maximum. The solution contains about 0.7% solids. These solids are particles of the precipitated Aniline-Formaldehyde, which quickly settle. When agitated, these particles can cause the solution to be cloudy, but they quickly settle leaving a fairly clear solution.

Perhaps better to analysis

(3) Solution Mixture of Spent Resin and Spent Caustic.
Spent Caustic solution is mixed with Spent Resin Solution and forms this highly precipitous basic solution having a pH of 12.0-12.5. The Caustic immediately precipitates the Aniline-hydrochloride formaldehyde, by neutralizing the hydrochloric acid and forming the solid aniline-formaldehyde in an aqueous base solution. The solution contains about 32.0% solids. Of these solids approximately 11.3% are large particle solids, which quickly settle to the bottom and 20.7% are very fine solids which remain mostly in an emulsified state which can be settled out by centrifuging, but otherwise are very slow. As a consequence at the time of shipment and undoubtedly at the time of disposal by the Waste Disposal Company, the solution is in an emulsified state. Both the larger particles and the fine suspended ones are solid aniline-formaldehyde particles. There is also some dirt, and possibly some trace amount of loose cellulose in the solution but in extremely small amounts, probably less than 0.1%.

AR201023

F.L. Moberly

April 17, 1968

Polychem Division, Bridgeport

W. P. Logan
Manager, Process Eng.

Mr. E. F. Hoffeman Jr.
Hunting Park.

cc: Mr. J. Collins, Newark
Mr. E. O. Hausmann, Newark
Mr. J. A. Madison

Subject: Spent Cooker Liquor Analysis.

Attached is the most recent data concerning Bridgeport spent cooker liquor.

Year	Volume of Liquor	Paper Produced
1966	3,600,000 gal.	6,072 tons
1967	3,600,000 gal.*	4,248 tons
1968	4,600,000 gal. (est.)	5,478 tons (est.)

* We attribute the increase in cooker liquor per ton of paper in 1967 over 1966 to emphasis on, and extension of, blowdown time after cooking to reduce B.O.D. loading to the washers and ultimately the clarifier and the river. See W.P.L. progress report on waste treatment, dated 9/8/67 and R.F. Weston report dated 1/12/68.

An analysis of 4/10/68 on a sample of spent cooker liquor obtained from the cooker liquor collection tank on 4/8/68 is as follows:

Inorganic material	2.4%	(Carbonates - Bicarbonates - etc.)
Organic material	3.5%	(Resins - Waxes - Oils - etc.)
Total Solids	5.9% *	
Water	94.1%	
Total		100%

* The total solids consists of 97% dissolved solids and 3% suspended solids. You will note a large variation between this number and the total solids of 22.1% reported in my memo to you dated 4/8/68 on a sample collected 4/12/67. Part of the decrease is, as reported earlier, due to the extension of blowdown time resulting in more water. The balance of difference must be assumed to be normal variation.

In addition to the above we report:

pH	12.9
Toxicity	Not toxic
Odor	Mildly pungent
Color	Dark Brown - Cloudy
5 day B.O.D.	Samples were run but B.O.D. results for the entire week show such low and irredic results that the test is being repeated. We suspect a problem in seeding or dilution water. B.O.D. data will be available on a new sample 4/22/68. All data by J.A.Buzyn.

O'D

W. P. Logan

AR201024

THE BUDD COMPANY
POLYCHEM DIVISION

Typical Waste Cooking Liquor Analysis:

Daily Waste 5,000 gallons per day

Waste Material ------- Pulping liquor with approximate composition as follows:

PH	13.3
Specific Gravity	1.0184
Suspended Solids	.032%
Dissolved Solids	5.41%
Total Solids	5.48%
Organic Content (resins, waxes, etc)	3.09%
Inorganic Content (carbonates, bicarbonates, etc)	2.39%
OHas NaOH	0.15%
CO_3 as Na_2CO_3	1.70%
Water Content	94.52%
5 Day BOD	8,000 - 25,000 ppm
Toxicity	Not Toxic
Ordor	Mildly Pungent
Color	Dark Brown Cloudy.

John L. Hearn
March 29, 1973

THE EDGEWOOD COMPANY

INTER-OFFICE CORRESPONDENCE

POLYCHEM - BRIDGEPORT
(PLANT/OFFICE)

DATE: APRIL 19, 1967

TO: MR. J. L. HEARN
BRIDGEPORT

FROM: W. P. LOGAN

TITLE AND/OR OFFICE: MANAGER PROCESS EN

CC: MR. N .J. TUTTLE
MR. J. P. SIGG

SUBJECT: SPENT COOKER LIQUOR ANALYSIS

WORK BY: J. HOOPER

A SAMPLE OF LIQUOR WAS OBTAINED FROM A COOK OF 2-1/2 TRACK PAPER ON 4/12/67 FOR ANALYSIS. THE SAMPLE WAS TAKEN AT THE END OF THE COOK. THIS IS A TYPICAL COOK.

FURNISH -	5750	LBS.	PASTEL TOWELS
	5750	LBS.	WIPERS
	2750	GAL.	WATER
	850	LBS.	CAUSTIC 50% ?

COOKING TIME 6 HRS.
STEAM PRESSURE 40 PSI

THE ANALYSIS IS AS FOLLOWS:

12.4	PH
22.1 %	TOTAL SOLIDS
5.8 %	INORGANIC MATERIAL
16.3 %	ORGANIC MATERIAL
0.004%	SILICA ← hard to get rid of.
0.017%	UNUSED CAUSTIC AS NAOH
82.13%	SPENT CAUSTIC AS CARBONATES AND BICARBONATES

W. P. LOGAN

DM

AR201026

BETZ LABORATORIES, INC.

(128)

[illegible] ROAD, TREVOSE, PENNSYLVANIA [illegible]

October 12, 1970

The Budd Company
Polychem Division
Front and Ford Streets
Bridgeport, Pennsylvania 19405

Attention: Mr. W. P. Logan

Gentlemen:

Attached is the report of the laboratory examination of three sets of waste samples dated September 18, September 22, and September 28, 1970. The analyses performed on these samples are in accordance with your specific instructions. The data has been previously transmitted to you by telephone.

We wish to express our appreciation for this opportunity of serving you. If any questions should arise, please feel free to contact this office. Please be assured of our continued interest and cooperation.

Very truly yours,

BETZ LABORATORIES, INC.

David S. Murray

David S. Murray
Assistant Project Engineer
Consulting Division

DSM/dy

cc +1
Enc.

AR201027

ANALYSIS

FOR | The Budd Company
Polychem Division
Bridgeport, Pennsylvania

BETZ
TREVOSE, PENNSYLVANIA 19047

SAMPLE DATED: September 18, 1970

SAMPLE IDENTIFICATION:

	Vulcoid Waste Resin	Vulcoid Waste Caustic	Waste Cooking Liquor	Resin Mill Waste
pH	3.0	13.7	13.7	-
B.O.D., mg/l	125	322	1547	-
C.O.D., mg/l	274,896	2481	43,275	157,368

ENG152 5.68

AR201028

ANALYSIS

FOR | The Budd Company
Polychem Division
Bridgeport, Pennsylvania

BETZ
TREVOSE, PENNSYLVANIA 19047

SAMPLE DATED: September 22, 1970

SAMPLE IDENTIFICATION:

	Vulcoid Waste Resin	Vulcoid Waste Caustic	Waste Cooking Liquor	Resin Mill Waste
pH	3.1	13.4	13.4	-
B.O.D., mg/l	110	380	6650	-
C.O.D., mg/l	248,995	2550	27,091	139,440
Phenolphthalein Alkalinity as $CaCO_3$, mg/l	-	-	23,600	-
Methyl Orange Alkalinity as $CaCO_3$, mg/l	-	-	40,500	-
Color Units	-	-	10,000	-
Suspended Solids, mg/l	-	-	5450	-
Odor	-	-	Caustic	

E-0152 5-68

AR201029

ANALYSIS

FOR The Budd Company
Polychem Division
Bridgeport, Pennsylvania

BETZ
TREVOSE, PENNSYLVANIA 19047

SAMPLE DATED: September 28, 1970

SAMPLE IDENTIFICATION:

	Vulcoid Waste Resin	Vulcoid Waste Caustic	Waste Cooking Liquor	Resin Mill Waste
pH	2.5	13.3	13.5	-
B.O.D., mg/l	105	270	7700	-
C.O.D., mg/l	263,588	2434	31,939	173,160

ENG152 5/68

CONTINENTAL-DIAMOND FIBRE
Div. of The Budd Company, Inc.

9-6-56

Mr.A.H.Haroldson, Newark
Mr.R.S.Handly
Mr.J.Nycum
File

Subject: Rag Cooker Analysis.

Liquor contains 5 - 9% total Solids, the Solvent being water.

The Solids consist of:

1 - Sodium Soaps of the common higher fatty acids. (Soluble)

2 - Emulsified waxes and greases which are not saponifiable, and which generally precipitate when liquor cools.

3 - Inorganic salts - Nacl, $NaHco_3$, Na_2SO_4, ammonium compounds. (Soluble)

4 - Pectins, and pectinic acid - with probable corresponding salts.

5 - In rare cases, Na_2CO_3, and rarer still NaOH.

6 - Organics other than soaps - Chiefly degradated cellulose, with products resulting from such degradation. (i.e. dextrius, pentosans, starches, sugars, etc.)

Many of these organics are insoluble in cold water.

It should be noted that in past attempts, at CDF, to evaporate this liquor for recovery of alkaline bodies, economical operation was not attained. As a fertilizer, the possible high alkalinity would probably liberate soil nitrogen, hence deplete it of this necessity.

pH 9.0 - 14.0 Most prevalent range 9.5 - 11.5

Vulcoid Wastes.

These are acidic by nature, and contain suspended resin which can be settled.

Current work and planning for proper disposal of this waste is in progress.

The settled resin, because of limited solubility, would probably need to be incinerated.

The supernatant layer is rich in sodium chloride, and is acidic (Hcl).

O'D

By: John M. Nycum

(43)

October 19, 1966.

COMPOSITION (Estimated) OF VULCOID PROCESS WASTES

Vulcoid Process Wastes are shipped out in three different forms.

(1) Spent Resin as such.
(2) Spent Caustic as such.
(3) Solution mixture of Spent Resin and Caustic.

R. Smith reports that in most cases, he ships out in Waste Trucks the Spent Resin and the Spent Caustic solutions individually. However, this does not mean that the mixture of the two is not shipped with relative frequency.

The writer has been requested herewith to make an estimated evaluation of these wastes.

(1) Spent Resin Solution
This is an aqueous solution of Aniline-hydrochloride formaldehyde. It is the acidic salt of Aniline-formaldehyde, which in its non-aci[d] and neutralized state is a solid. In its acid form mixed with water, it is a dark amber solution. At the time the resin is to be disposed, it has the potentiality of approximately 10% solid Aniline-formaldehyde, upon neutralization with a strong base. Therefore, the solution contains at the time of disposal approximately 90% water. It has a pH ranging from 1.3 to 1.5. Actual solid contents of the [illegible] aqueous Resin solution is approximately less than 0.1% and this is mostly dirt. Sp. Gravity of the spent Resin solution is about 1.050.

(2) Spent Caustic Solution
This is a strong base solution of Caustic with a pH of about 12.0-1[illegible] New Caustic Solution is about 5.0% NaOH, and after being reused several times, the % NaOH at the time of disposal is about 2.0% maximum. The solution contains about 0.7% solids. These solids are particles of the precipitated Aniline-Formaldehyde, which quickly settle. When agitated, these particles can cause the solution to be cloudy, but they quickly settle leaving a fairly clear solution.

(3) Solution Mixture of Spent Resin and Spent Caustic.
Spent Caustic solution is mixed with Spent Resin Solution and forms this highly precipitous basic solution having a pH of 12.0-12.5. The Caustic immediately precipitates the Aniline-hydrochloride formaldehyde, by neutralizing the hydrochloric acid and forming the solid aniline-formaldehyde in an aqueous base solution. The solution contains about 32.0% solids. Of these solids approximately 11.5% are large particle solids, which quickly settle to the bottom and 20.7% are very fine solids which remain mostly in an emulsified state which can be settled out by centrifuging, but otherwise are very slow. As a consequence at the time of shipment and undoubtedly at the time of disposal by the Waste Disposal Company, the solution is in an emulsified sta[te]. Both the larger particles and the fine suspended ones are solid aniline-formaldehyde particles. There is also some dirt, and possibly some minute amounts of loose cellulose in the solution but in extremely small amounts, probably less than 0.1%.

AR201032

F.J. [illegible]

(19)

APRIL 22, 1968

SANITARY DISPOSAL SERVICE, INC.
P. O. BOX 11504
PHILADELPHIA, PA. 19116

GENTLEMEN:

PER YOUR REQUEST, WE ARE GIVING YOU A DESCRIPTION OF THE VULCOID WASTE WATER WHICH YOU HAVE BEEN HAULING FROM OUR PLANT. YOU TAKE THIS IN SEPARATE TANK TRUCK LOADS WHEN WE ADVISE YOU WE HAVE AN ACCUMULATION.

TO THE BEST OF OUR KNOWLEDGE THIS WASTE WATER HAS A SOLIDS CONTENT, SUSPENDED AND DISSOLVED, OF APPROXIMATELY 30%, AND A PH OF APPROXIMATELY 12. OUR GENERAL DESCRIPTION IS THAT IT IS WASTE WATER CONTAINING CELLULOSE, SPENT RESINS AND SPENT CAUSTIC SODA. THIS IS NON-COMBUSTIBLE.

VERY TRULY YOURS,

PURCHASING AGENT

H.L.FELTON

CC: MR. J. A. MADISON
MR. W. P. LOGAN

April 17, 1968

Polychem Division, Bridgeport

W. P. Logan
Manager, Process Eng.

Mr. E. F. Heffernan Jr.
Hunting Park.

cc: Mr. J. Collins, Newark
Mr. E. O. Hausmann, Newark
Mr. J. A. Madison

Subject: Spent Cooker Liquor Analysis.

Attached is the most recent data concerning Bridgeport spent cooker liquor.

Year	Volume of Liquor	Paper Produced
1966	3,600,000 gal.	6,072 tons
1967	3,600,000 gal.*	4,248 tons
1968	4,600,000 gal. (est.)	5,478 tons (est.)

* We attribute the increase in cooker liquor per ton of paper in 1967 over 1966 to emphasis on, and extension of, blowdown time after cooking to reduce B.O.D. loading to the washers and ultimately the clarifier and the river. See W.P.L. progress report on waste treatment, dated 9/8/67 and R.F. Weston report dated 1/12/68.

An analysis of 4/10/68 on a sample of spent cooker liquor obtained from the cooker liquor collection tank on 4/8/68 is as follows:

Inorganic material	2.4%	(Carbonates - Bicarbonates - etc.)
Organic material	3.5%	(Resins - Waxes - Oils - etc.)
Total Solids	5.9% *	
Water	94.1%	
Total	100%	

* The total solids consists of 97% dissolved solids and 3% suspended solids. You will note a large variation between this number and the total solids of 22.1% reported in my memo to you dated 4/8/68 on a sample collected 4/12/67. Part of the decrease is, as reported earlier, due to the extension of blowdown time resulting in more water. The balance of difference must be assumed to be normal variation.

In addition to the above we report:

pH	12.9
Toxicity	Not toxic
Odor	Mildly pungent
Color	Dark Brown - Cloudy
5 day B.O.D.	Samples were run but B.O.D. results for the entire week show such low and irredic results that the test is being repeated. We suspect a problem in seeding or dilution water. B.O.D. data will be available on a new sample 4/22/68. All data by J.A.Bunyn.

O'D

W. P. Logan

AR201034

THE BUDD COMPANY
POLYCHEM DIVISION

Typical Waste Cooking Liquor Analysis:

Daily Waste 5,000 gallons per day

Waste Material ------- Pulping liquor with approximate composition as follows:

PH	13.3
Specific Gravity	1.0184
Suspended Solids	.032%
Dissolved Solids	5.41%
Total Solids	5.48%
Organic Content (resins, waxes, etc)	3.09%
Inorganic Content (carbonates, bicarbonates, etc)	2.39%
OHas NaOH	0.15%
CO_3 as Na_2CO_3	1.70%
Water Content	94.52%
5 Day BOD	8,000 - 25,000 ppm
Toxicity	Not Toxic
Ordor	Mildly Pungent
Color	Dark Brown Cloudy.

John L. Hearn
March 29, 1973

INTER-OFFICE CORRESPONDENCE

DATE: April 2, 1971

Polychem/Bridgeport
(PLANT/OFFICE)

FROM: W. P. Logan

TO: J. L. Hearn

TITLE AND OR OFFICE: Manager - Process Eng.

(29)

cc: J. C. Baker
H. L. Felton
E. C. Loughin

SUBJECT: Cooker Liquor
Copper Analysis

As a follow up to Mr. Felton's letter of February 22, 1971 noting that Rollins-Purle, Incorporated has found 500 ppm of copper in a sample taken from our truck load of cooker liquor, we report on data obtained through Betz Laboratories' analysis:

Sample	Description			Copper in Mg/liter
1	Lot 17369	3/16/71 - #3 Boiler	O.A. & W.	0.29
2	" 17370	3/15/71 - #4 Boiler	O.A. & W.	2.06
3	" 17366	3/11/71 - #1 Boiler	Flan.	1.16
4	" 17364	3/9/71 - #3 Boiler	Flan.	3.16
5	Blowdown Tank	3/5/71	Composite	0.83
6	"	3/9/71	Composite	0.37
7	"	3/12/71	Composite	0.29

These seven random tests clearly demonstrate that we do not have excessive copper in our cooker liquor. We show anywhere between 0.3 and 3.0 mg/liter which is roughly equivalent to a maximum of 3 ppm, nowhere near the 500 ppm reported by Rollins-Purle Incorporated. We have retained some of each sample.

I suggest that Mr. Felton and I visit the Rollins-Purle facilities and review our data refuting their claim.

W. P. Logan

WPL/jan

Mr. W. P. Logan

May 7, 1971

(33)

Rollins-Purle, Inc.
P. O. Box 2349
Wilmington, Del. 19899

Attention: Mr. D. Zimmer

Dear Mr. Zimmer:

Back in February you indicated that the Cooker Liquor which we were delivering to you had as much as 500 ppm of copper in it. You asked if we had ever tested for copper. We had not but this prompted us to have it done. We collected seven different samples and sent them to Betz Laboratories for testing. We would like to quote from the report of our findings as the result of having had these tests made.

"

Sample	Description			Copper in Mg/liter
1	Lot 17369	3/16/71 - #3 Boiler	O.A. & W.	0.29
2	" 17370	3/15/71 - #4 Boiler	O.A. & W.	2.06
3	" 17366	3/11/71 - #1 Boiler	Flsh.	1.16
4	" 17364	3/9/71 - #3 Boiler	Flsh.	3.16
5	Blowdown Tank	3/5/71	Composite	0.83
6	" "	3/9/71	Composite	0.37
7	" "	3/12/71	Composite	0.29

These seven random tests clearly demonstrate that we do not have excessive copper in our cooker liquor. We show anywhere between 0.3 and 3.0 mg/liter which is roughly equivalent to a maximum of 3 ppm, nowhere near the 500 ppm reported by Rollins-Purle, Incorporated. We have retained some of each sample."

In a telephone conversation on May 6th, you indicated that you found that some of your testing had been incorrect. We understand that you re-evaluated your methods and put in a new testing procedure and now you are getting more accurate results.

We understand the small amount of copper that is in our waste liquor is not a problem to you.

[redacted]

Secondly, we wish to advise you that we started up our second paper machine on May 3rd. This means we will be generating a larger volume of waste liquid. We ask that you advise your Logan Plant of this anticipated increase.

Thirdly, we can advise you that we are arranging to get our tank trailer calibrated. We checked with the manufacturer and they advised that a calibration chart had never been made for this trailer. We are going to get a measurement made and will have a calibration measure available for your plant personnel to inspect. It may be a couple weeks before this is accomplished. Please advise your Logan supervisor that this is forthcoming.

Very truly yours,

H. L. Felton,
Purchasing Agent

HLF:ls

BETZ ENVIRONMENTAL ENGINEERS, Inc.
One Plymouth Meeting Mall • Plymouth Meeting, Pa. 19462 • Telephone: 215 • 825-3800

August 24, 1971

Budd Company
Polychem Division
Front and Ford Streets
Bridgeport, Pennsylvania 19405

(133)

Gentlemen:

The attached report covers the laboratory examination of samples dated August 3, 1971. These samples were analyzed in accordance with your specific instructions. We trust this data is clear and complete for its intended needs.

We again wish to express our appreciation for this opportunity of serving you and to assure you of our complete interest and cooperation. If you have any questions, please contact this office.

Very truly yours,

BETZ ENVIRONMENTAL ENGINEERS, INC.

Joseph T. Matey T.P.M.
Joseph T. Matey
Engineer
Industrial Concept Design Division

WATER ANALYSIS REPORT

FOR: Budd Company
Front and Ford Streets
Bridgeport, Pennsylvania 19405

SAMPLE DATED:

B-E-E
BETZ ENVIRONMENTAL ENGINEERS, INC.
PLYMOUTH MEETING, PENNSYLVANIA 19462

SAMPLING POINT	7 ft. 7/26	Effluent 7/26	Clarifier Effluent 8/3	Ft + 8/3
pH	7.0	7.2	7.4	6.1
BOD, ppm	52	68	17	72

[redacted] B-15 AR201089

Bondt

Polychem/Bridgeport
(PLANT/OFFICE)

INTER-OFFICE CORRESPONDENCE

DATE: March 29, 1973

FROM: J. L. Hearn

TITLE AND/OR OFFICE: Manager--Manufacturing

Mr. Harry L. Felton

cc: Mr. J. C. Collins
Mr. F. B. Mann

SUBJECT: Typical Waste Cooking Liquor Analysis

As per your request, the attached represents typical values on our cooker liquor.

This information has been given to the Borough of Bridgeport Engineers, City of Philadelphia/ Water Department, and other Engineering Companies from time to time.

I assume there is no reason not to use this for Rollins-Purle or A.B.M. Disposal.

John L. Hearn

JLH/alt
Attachment

DEPOSITION EXHIBIT
Felton-10
1-30-84

AR201040

Typical Waste Cooking Liquor Analysis:

Daily Waste 5,000 gallons per day

Waste Material ------- Pulping liquor with approximate composition as follows:

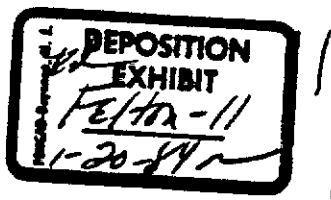
PH	13.3
Specific Gravity	1.0184
Suspended Solids	.032%
Dissolved Solids	5.41%
Total Solids	5.48%
Organic Content (resins, waxes, etc)	3.09%
Inorganic Content (carbonates, bicarbonates, etc)	2.39%
OHas NaOH	0.15%
CO_3 as Na_2CO_3	1.70%
Water Content	94.52%
5 Day BOD	8,000 - 25,000 ppm
Toxicity	Not Toxic
Ordor	Mildly Pungent
Color	Dark Brown Cloudy.

John L. Hearn
March 29, 1973

POLYCHEM DIVISION

Typical Waste Cooking Liquor Analysis:

004882



Daily Waste 5,000 gallons per day

Waste Material ------- Pulping liquor with approximate composition as follows:

PH	13.3
Specific Gravity	1.0184
Suspended Solids	.032%
Dissolved Solids	5.41%
Total Solids	5.48%
Organic Content (resins, waxes, etc)	3.09%
Inorganic Content (carbonates, bicarbonates, etc)	2.39%
OHas NaOH	0.15%
CO_3 as Na_2CO_3	1.70%
Water Content	94.52%
5 Day BOD	8,000 - 25,000 ppm
Toxicity	Not Toxic
Ordor	Mildly Pungent
Color	Dark Brown Cloudy.

John L. Hearn
March 29, 1973

AR201042

FORM 1.6

INTER-OFFICE CORRESPONDENCE

The Budd Company

Technical Center
(PLANT/OFFICE)

DATE: March 28, 1974

FROM: Michael Mattia
TITLE AND/OR OFFICE: Materials and Process Research

TO: Mr. J. P. Sigg, Polychem

cc: Dr. T. J. Ward

Subject: ANALYSIS OF ZINC CHLORIDE SOLUTION FOR VULCANIZED FIBER - Project 9409-700-6321

A zinc chloride solution submitted by Polychem, Bridgeport on March 20, 1974 was analyzed for various constituents and the results are listed:

Specific gravity:	72°Be'
Copper:	145 ppm (0.015%)
Iron:	50 ppm (0.005%)
Lead:	580 ppm (0.058%)
Magnesium:	2100 ppm (0.2%)
Sulfate:	0
Alkalinity to pH of 4.6:	17.4 ml of 0.1N acid
" 4.5:	17.7 " " "
" 4.2:	18.0 " " "
" 4.0:	18.2 " " "

Michael Mattia
Michael Mattia

MM:mw

AR201043

THE BUDD COMPANY

EXHIBIT
EPA-31
1-24-84 R

POLYCHEM DIVISION | TELEPHONE: 215-272-6000 BRIDGEPORT, PA. 19405

Oct. 23, 1974

O'Hara Sanitation Co., Inc.
422 W. Fourth St.
Bridgeport, Pa. 19405

Attention: Mr. Wm. J. O'Hara

Dear Mr. O'Hara;

We are enclosing a copy of a laboratory analysis of the paper mill sludge which you haul from our plant.

This analysis was made and signed by Betz Environmental Engineers, Inc., a licensed and certified laboratory service for this type of work in Pennsylvania.

You had requested that we furnish you with this type of report some time ago. We expect that this will be satisfactory for your needs.

Very truly yours,

H. L. Felton
Purchasing Agent.

f
Enc.

cc: Mr. J.L.Hearn
Mr. F.B. Mann
Mr. J.P Sigg

[illegible], Newark
[illegible] Bundy
[illegible]
[illegible]

Subject: Egg Cooker Analysis.

Liquor contains 5 - 9% total Solids, the Solvent being water.

The Solids consist of:

1 - Sodium Soaps of the common higher fatty acids. (Soluble)

2 - Emulsified waxes and greases which are not saponifiable, and which generally precipitate when liquor cools.

3 - Inorganic salts - NaCl, $NaHCO_3$, Na_2SO_4, ammonium compounds. (Soluble)

4 - Pectins, and pectinic acid - with probable corresponding salts.

5 - In rare cases, Na_2CO_3, and rarer still NaOH.

6 - Organics other than soaps - Chiefly degradated cellulose, with products resulting from such degradation. (i.e. dextrins, pentosans, starches, sugars, etc.)

Many of these organics are insoluble in cold water.

It should be noted that in past attempts, at CDF, to evaporate this liquor for recovery of alkaline bodies, economical operation was not attained. As a fertilizer, the possible high alkalinity would probably liberate soil nitrogen, hence deplete it of this necessity.

pH 9.0 - 14.0. Most prevalent range 9.5 - 11.5

Vulcoid Wastes.

These are acidic by nature, and contain suspended resin which can be settled.

Current work and planning for proper disposal of this waste is in progress.

The settled resin, because of limited solubility, would probably need to be incinerated.

The supernatant layer is rich in sodium chloride, and is acidic (Hcl).

By: John M. Nycum

O'D

Signed: [redacted]

Attachment "F"

...ITATION CHARGES ... ATTACH ... FREIGHT BILL

COMPANY

POLYCHEM DIVISION

NEWARK, DELAWARE 19711

42495

DATE	TERMS		F.O.B.		ISSUING PLANT
11/20/69	order	1%	Bpt Pa	M. J. Costello	NEWARK

See Change #1 to 11/21/69, attached

Change order #2 12/30/69

Acct # 2 . 66-0132-03 ... ship to copies to MHC - 11/24

Shipped ... 6001-419

A.R. # 2-4441

FAST POLLUTANT TREATMENTS, INC.
312 West Dekalb Pike
Box 66
King of Prussia, Pa. 19406

THIS IS A BLANKET ORDER

BRIDGEPORT, (MONT. CO.) PA. 19405

QUANTITY	DESCRIPTION		PRICE	UNIT
	To cover the cost of hauling liq[illegible]d waste from our Bridgeport, Pa. Plant for di[illegible]posal in accordance with applicable local, State and Federal Government regulations for the period from November 21, 1969 thru December 31, 1970.		[redacted]	$ 12.00 M gallons
	It is understood that you will save us harmless from any repercussion from local, State and Federal Government Agencies.			
	It is understood that you have all required licenses and bonds from local, State and Federal Government Agencies.			
	It is understood that you are responsible for keeping our liquid waste storage tank pumped			...ED

42495 EBW:bw WASTE DISPOSAL REQUISITIONER BLANKET WASTE D...

BUDD EXHIBIT 49

AR201047

SHIPMENT IS F.O.B. SELLER'S PLANT INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

POLYCHEM DIVISION
NEWARK, DELAWARE 19711

42495

DATE	TERMS	F.O.B.	REQ. NO.	ISSUING PLANT
11/20/69			E.J.Castello	Newark

TO

FAST POLLUTANT TREATMENTS, INC.
316 West Dekalb Pike
Box 66
King of Prussia, Pa. 19406

SHIP TO

☐ [illegible]
☐ BRIDGEPORT, (MONT. CO.) PA. 19405
☐

PAGE 2

ITEM	QUANTITY	DESCRIPTION		PRICE	
		down.		[redacted]	
		It is understood that the waste liquid will not be metered but your truck will be stick measured by our guard at the gate.			
		This order is subject to cancellation on 30 days written notice by either party.			

42581 Revision 42495 REQUISITIONER BLANKET [illegible]

AR201048

[redacted]

FREIGHT IS F.O.B. SELLER'S PLANT, INCLUDE STATION CHARGES ON INVOICE AND ATTACH PRE-PAID FREIGHT BILL

POLYCHEM DIVISION
NEWARK, DELAWARE 19711

42583X
42495

DATE	TERMS	F.O.B.	REQ. NO.	ISSUING PLANT
11/21/69			M.J.Castello	[redacted]

TO
EAST POLLUTANT STRATEGIES, INC.
312 WEST DEKALB PIKE
BOX 66
KING OF PRUSSIA, PA. 19406

SHIP TO
[redacted]
☐ NEWARK, DELAWARE 19711
☒ BRIDGEPORT, (MONT. CO.) PA. 19405
☐

☐ BLANKET ORDER

CHANGE ORDER

ITEM	QUANTITY	DESCRIPTION
		PLEASE CHANGE OUR P. O. 42495 DATED 11/21/69 TO READ AS FOLLOWS:
		To cover the cost of hauling liquid waste from our Bridgeport, Pa. Plant for the period from November 24, 1969 thru December 31, 1970.
		A condition of this contract is that the independent contractor will obtain & maintain all licenses & permits of any kind required by any Federal, State or local Agencies for the hauling & disposal of waste material [illegible].
		It is understood that you are responsible for keeping our liquid waste storage tank pumped down.
		It is understood that the waste liquid will not be metered but your truck will be stick measured by our guard at the gate.
42495 4255		This order is subject to cancellation on 30 days written notice by either [illegible]

BUDD EXHIBIT 50

AR201049

[redacted]

POLYCHEM DIVISION
NEWARK, DELAWARE 19711

4 .. 42495

DATE	TERMS	F.O.B.	REQ. NO	SHIPPING PLANT
12/30/69	1/25-10 days		M.J.Castello	[redacted]

TO FAST
EAST POLLUTANT TREATMENTS, INC.
312 WEST INDIAN PIKE
BOX 66
KING OF PRUSSIA, PA. 19406

SHIP TO
[redacted]
BRIDGEPORT, (MONT. CO.) PA

CHANGE ORDER

ITEM	QUANTITY	DESCRIPTION		PRICE	$
		PLEASE CHANGE OUR P. O. 42495 DATED 12/20/69 AS FOLLOWS:			
		ADD TERMS - 1/25 - 10 days			
		CHANGE ORDER			
	42495				

[redacted]

BUDD EXHIBI[redacted]

AR201050

PURCHASE ORDER 42557

42495

POLYCHEM DIVISION

NEWARK, DELAWARE 19711

DATE 11/21/69 | M.J. Castella | NEWARK

SHIP TO

☒ NEWARK, DELAWARE 19711 [struck through]

☒ BRIDGEPORT, (MONT CO) PA 19405

TO

FAST POLLUTANT TREATMENTS, INC.
312 WEST DEKALB PIKE
BOX 66
KING OF PRUSSIA, PA. 19406

BLANKET ORDER

CHANGE ORDER

DESCRIPTION

PLEASE CHANGE OUR P. O. 42495 DATED 11/20/69 TO READ AS FOLLOWS:

To cover the cost of hauling liquid waste from our Bridgeport, Pa. Plant for the period from November 24, 1969 thru December 31, 1970. $12.00 M G

A condition of this contract is that the independent contractor will obtain & maintain all licenses & permits of any kind required by any Federal, State or Local Agencies for the hauling & disposal of waste material of the type.

It is understood that you are responsible for keeping our liquid waste storage tank pumped down.

It is understood that the waste liquid will not be metered but your truck will be stick measured by our guard at the gate.

This order is subject to cancellation on 30 days written notice by either party.

CHANGE ORDER

THE BUDD COMPANY, POLYCHEM DIVISION
Newark, Delaware

ALL DRUMS MUST BE MARKED OR STENCILED WITH DATE OF SHIPMENT. DO NOT BILL PENNSYLVANIA SALES TAX. EXEMPT PURCHASE HOLDS A CURRENTLY VALID DIRECT PERMIT NUMBER 00786 AND WILL PAY PENNSYLVANIA SALES AND USE TAX DIRECTLY TO THE DEPARTMENT.

THE BUDD COMPANY POLYCHEM DIVIS

BY [signature]

TO THE BUDD COMPANY

We acknowledge receipt of and accept your original Purchase Order of which the above is a true and correct duplicate copy

WE WILL SHIP THIS ORDER ON | FROM | VIA

SELLER'S NAME: Fast Pollutant Treatments, Inc. | ADDRESS

PER 42557 42495 [signature] Pres. | DATE 11-25-69

VENDOR – COMPLETE & RETURN ACKNOWLEDGMENT

BUDD EXHIBIT 27

AR201051

AR201052

Polychem - Newark

January 15, 1970

F. A. Cain

Purchasing Manager

Mr. E. C. Loughin
Bridgeport

cc: H. L. Felton
F. B. Mann
G. C. Reynolds
E. O. Hausmann

SUBJECT: PAYMENT OF LIQUID WASTE HAULING

We did, as you know, as of November 21, place our business for this hauling with Fast Pollutant Treatments, and since that time they have found it necessary to come down to Newark twice to pick up money covering invoices which they have sent to us.

In order to get payment to this company sooner, I arranged for 1/2% - 10 day payments, and we did on 12/30/69 put through a Change Order to the Accounting Department to this effect, but I find that the invoices are not coming down from Bridgeport. Therefore, we still are not in a position to pay Mr.Tyson in accordance with his requirements.

For instance, at the present time we owe Mr. Tyson, $2,037.15, and he sent one invoice in dated 12/20, in the amount of $150.00, and one on 12/20, in the amount of $900.00, and these invoices were not received at the Newark Plant until January 14, and we are making arrangements to pay this on January 15.

He further advised that on December 27 he sent an invoice over to Bridgeport for $420.00, and on December 31, $567.15, and at the time I'm dictating this letter this means that after 18 days the 12/27 invoice has not been received at Newark, and after 14 days the 12/31 invoice has not been received at Newark, and both of these should have been paid based on these new terms on January 10.

I do feel that if we are to expect this new company to take care of us and keep this liquid waste cleared away from the paper mill and the resin mill that it is necessary for us to do our part in getting invoices through in order that Newark accounting may be in a position to pay in accordance with our regular terms, and would therefore appreciate being advised if it is felt that these invoices cannot be checked and passed on immediately in order to prevent any further necessity for writing special checks, and have Mr. Tyson drive down from Bridgeport to pick these up for his payroll.

FAC/mb

Footlbm per in

3.5

2112

8 | 16.901
16
8
10

32300
15400
16900

1879

9.8 | 18400
98
860
784
760

2300

8 | 18400
16
24
24

1723

9.8 | 16900
98
710
686
240
196
440
384
3 6

2120
2330

2000.0
2500

760
672
880
784
960

MANUFACTURERS

Spot check only

AR201054

[redacted]

[redacted]

14 loads

Check each one

Time

spot check

Need to check each one

Freeze ups

Loose time at the gate

ORIGINAL

510-2D

Customer's Order No.

Sold To

Address

Date 2/16 1970

Sold By	Cash	C.O.D.	Charge	On Acct.	Mdse. Ret.	Pd. Out

QUAN.	DESCRIPTION	PRICE	AMOUNT
	30,900 Gravel		
		TAX	
Thank You	In case of claims or returned goods please present this bill	TOTAL	

No. 06447 Rec'd by

CO INC.

RS510-2

ORIGINAL

RS 510-2D

INT.

License: CH 74384

Customer's Order No.

Sold To Tyson

Address

Date 2/16 1970

Sold By	Cash	C.O.D.	Charge	On Acct.	Mdse. Ret.	Pd. Out

QUAN.	DESCRIPTION	PRICE	AMOUNT
	12500 Lt. wt.		
		TAX	
Thank You	In case of claims or returned goods please present this bill	TOTAL	

No. 06445 Rec'd by

UARCO INC.

RS510-2

AR201056

FORM 11 118

INTER-OFFICE CORRESPONDENCE

THE Buell COMPANY

Polychem - Newark
(PLANT OFFICE)

DATE: February 2, 1970

FROM: F. A. Cain

TITLE AND/OR OFFICE: Purchasing Manager

TO: Mr. H. L. Felton
BRIDGEPORT.

CC: E. C. Loughin
E. O. Hausmann

SUBJECT: GALLONAGE CHECKED - WASTE WATER

Confirming our telephone conversation of last Friday, wish to advise that Frank Tyson did call in regard to the recent request for a procedure to be set up by him in order that we may have a more accurate check on the quantity of waste water which he is hauling out of the plant, and at that time, Frank was very upset; and as a matter of fact, went so far as saying that if it was necessary for him to operate this way then he felt he would have to ask for "Out".

I told Frank that we did, of course, want to make sure that we were getting what we were paying for and it wasn't a matter of distrusting anyone as his employees had threatened to stop hauling for us due to the fact that we were questioning their honesty; and I told him that wasn't it at all, but a big company like ourselves did have to have some fairly accurate check before invoices could be paid.

I do agree, however, with Frank that if it is necessary for six or eight of his trucks to go up to Conshohocken every day for weighing that he would lose a third of the day in running back and forth to the scales; and he advised that he has no intention of doing this; but he can appreciate the fact that we do need a system and he will assist in setting up such a system whereby spot checking can be done.

He says that he loses time with his trucks going into the plant as they have to wait for the watchman to climb aboard the truck, and the watchman is not in the mood to do this anyway, and then they have to stop for stick measure on the way out, and now that we are asking for the weighing of the trucks on top of this, he feels this is too much and he cannot continue to operate for us if this is what we require.

Ernie Hausmann has suggested that, and I passed this along to Frank Tyson and also to you when we phoned, we do have the three trucks which Frank is using for hauling your waste water away weighed empty, weighed full over at Allen Wood, and then a permanent record made on that truck of the net weight, maximum, and also convert this into gallons as we are paying by gallons. Then, as Frank says, after that has been established, he does not see where it would be necessary to check the truck going in and coming out, or have it weighed, but he would welcome your making spot checks on his trucks; or in other words, tell no one when it is your intention to have a truck checked except for Elwood to advise the watchman or someone just a little while prior to the truck leaving the plant, so that no leakage could probably occur whereby the driver would know that he was going to be checked, and this one would be weighed for gross, and

6
27

52
41

0 6
15
3
76
95

11

17
121
8

4
12
273
399
684

2
4

27
13

1700# overshipment

21 m# glass

Germany

N orPlex

wonder to get planes
& this is what we want
Tyson wants out

Weigh over

Want to pull out - on

Settle for a spot check

Establish the gallonage on capacity

Cut down the checking

each truck

cross check with capacity
on weighing

memo

FROM

1969	DECEMBER					1969
S	M	T	W	T	F	S
		1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1970	JANUARY					1970
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HARRY L. FELTON

Never weighed

Friday

were at

Total distributed

Not weighed

" Today

- Mon

@ 2|2 - To weigh 2|4

CYANAMID

AR201059

Subject: Gallonage Checked - Waste Water

you would have the tare; therefore, you could arrive at the net and convert this into gallons; and it would seem to me that this should give us a pretty good check.

We all appreciate the fact that we are more or less at the mercy of Frank Tyson, as the only alternative I know at this time is that if anything happened to Frank at the price we are paying him that our cost would probably increase from $70,000 to about $200,000 a year for this operation, and I am quite sure that this could not even be considered.

I will be interested in being kept advised as to your decision regarding the procedure which will be required.

FAC/EMS

H. Fellon has original of this doc!

20

11

owes us 9

Truck

weigh next wk

2/13

Tyson visit FAX 2/11

Pay 6 instead of 12

Lease a dump

Label the truck

~~Feb. 20~~ was Hauling Waste

[redacted]

4/23

Quan.
analy
Van Sciver

[redacted]

JCC
EOH

Pay Wilm

Tyson - start hauling

Emergency basis no obligation

[redacted] white - what he get

CC: E. O. Hausmann
J. A. Madison
E. C. Loughin
H. L. Felton
FAC

February 16, 1970

Fast Pollutant Treatments, Inc.
312 W. DeKalb Pike
Box 66
King of Prussia, Pa. 19406

Attn: Mr. Frank Tyson, President

Dear Frank:

During your visit with me on February 12, we did, of course, read and discuss copy of my letter dated February 2 to Harry Felton, copy of which went to Elwood Loughin and Ernie Hausmann relative to what would be necessary in the way of a check on gallonage leaving our plant in order that we may be in a position to correlate outgoing shipments against invoices which you rendered, and, thereby, not have any unnecessary delay in checking your invoices so that payments are held up; and at the same time, eliminate all possibility of any misunderstanding or of generating any unexplainable discrepancies.

The result of our conversation was that you are going to have all of your trucks used in our operation weighed light and weighed full, and that this information will be printed on a label and stuck inside the cab or in some other place which can be readily seen by our guard at the gate.

After these trucks have been weighed light and heavy, then the capacity will be established, and based on the weight, we can, of course, convert to gallonage and we will have a permanent record for our checking.

As advised, our Materials Manager, Mr. Loughin, will from time to time, at his descretion, stick one of your trucks on the way in and stick it on the way out in order to determine that nothing was in the truck when entering the plant and that it was full when leaving the plant, thereby, allowing them to check that particular load against invoice rendered; and there may be times that Mr. Loughin will devise other methods of checking, but as I have advised, this is not being done with the idea that we distrust either you or your employees, but is not only good business, but is a requisite to comply with our Company policy.

As you advised last week, you suggested even a more thorough checking than I outlined; and here again, I will leave this entirely up to you and Elwood Loughin; but I certainly trust that you will arrange, as I suggested, to go over and sit down with Elwood and Harry Felton and make sure there is no misunderstanding and that a procedure is established which you will carry out without any further changes or rescinding.

As proof of our desire to cooperate one-hundred percent, wish to confirm my telephone conversation with Mrs. Tyson to the effect that Management has approved an advancement to you to cover a lease against a new dump, this lease

to be held in your name, and that this will be paid off at the rate of $6.00 per M gallons for all of the liquid waste that you haul out of the plant until such time as the amount has been reimbursed.

A proper note will be drawn up by our Corporate Contract Office, and just as soon as this is ready for your signature, I will be in touch with you.

I am quite sure that if the above suggestions are carried out that you will find that E'wood Loughin will cooperate with you one-hundred percent, and I do believe that this thing can be made to work smoothly and to our mutual advantages.

I will follow through from time to time, but I am quite sure that Harry Felton will be in touch with you in regard to following through on this proposed procedure.

Very truly yours,

FAC/EMS

F. A. Cain
Manager Purchasing

CC: E. O. Hausmann
J. A. Madison
[redacted] E. C. Loughin
H. L. Felton
FAC

February 16, 1970

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312 W. DeKalb Pike
Box 66
King of Prussia, Pa. 19406

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I am quite sure that if the above suggestions are carried out that you will find that Elwood Laughin will cooperate with you one-hundred percent, and I do believe that this thing can be made to work smoothly and to our mutual advantages.

I will follow through from time to time, but I am quite sure that Harry Felton will be in touch with you in regard to following through on this proposed procedure.

Very truly yours,

FAC/EMS

F. A. Cain
Manager Purchasing

Feb. 17, 1970

To: Mr. E.C. Loughin.

cc: Mr. J.A. Madison
Mr. F.A. Cain, Jr.

Subject: Fast Pollutant Treatments, Inc

In regard to having Frank Tyson weighin the trucks hauling Cooker Liquor I had a call from the watchman this morning saying Frank Tyson was there and wanted to talk about instructions for weighing his trucks. He wants to know if you, Elwood, wanted to ride down with the truck to see it weighed. I again explained to him that we have a standard set-up at Alan Wood and that the truck first go the one mile to these scales and we get the tickets the next day, properly identified, with the tare and gross on the same ticket (painted) and from these the net is figured.

This is what I thought was going to take place. But in a very few minutes Mr. Tyson was in the lobby to see me. He then handed me the attached tickets (certified) on two of his trucks (not identified by license number, but we took care of that) which he had weighed yesterday at Highway Materials in Upper Merion

He still says he will get his trucks weighed at Alan Wood if we insist He is interested in getting this galloraga

cleared up in hopes we will cut down on our 100% checking of his trucks in and out at the gate.

The scale tickets indicate the following:

	Mack, Stainless Steel	International, Green
	License: Temp Tag T996395	License: CH 74384
Gross	32,300 lbs	30,900 lbs
Tare	15,400 "	12,500 "
Net	16,900 "	18,400 "

Frank Tyson had then already used his figures to get the gallonage using 8 lbs per gal. saying the Mack had 2112 gallons in it and the International had 2300 gallons in it. He figures that his 1.2¢ per gallon price he has agreed to with us is very rock bottom and wishes to continue considering the Mack as hauling 2000 gallons and the International as hauling 2500 gallons. As soon as the other "green" truck gets out of the repair shop he will arrange to get this truck weighed also. It is a slightly different size.

Looking at an old report in our files I have a figure of 9.8 lbs as the weight of Cooker Liquor. Using this figure

the Mack only had 1723 gallons in it and the International hauled 1879 gallons.

After Mr. Tyson left I received a copy of Mr. F.A. Cain's letter of Feb. 16 and have read it.

Mr. Tyson expects [redacted] us to get in touch with him concerning the figure we plan to approve for billing, but I get the opinion he does not wish to budge from the 2000 gal. and the 2500 gal. figures

Harry Felton

ORIGINAL

RS 510-2D

MACK

Customer's Order No. Date 2/16 1970

Sold To Tyson

Address

Sold By	Cash	C.O.D.	Charge	On Acct.	Mdse. Ret.	Pd. Out

QUAN.	DESCRIPTION	PRICE	AMOUNT
32,300	Tyson		2.00
	2/17/1970		
		TAX	
Thank You	In case of claims or returned goods please present this bill	TOTAL	

No. 06448 Rec'd by

UARCO INC. RS510-2

ORIGINAL

RS 510-2D

MACK Stainless Steel Lucine; Temp. Tag T9963

Customer's Order No. Date 2/16 1970

Sold To Tyson

Address

Sold By	Cash	C.O.D.	Charge	On Acct.	Mdse. Ret.	Pd. Out

QUAN.	DESCRIPTION	PRICE	AMOUNT
15,400	Stant.		
		TAX	
Thank You	In case of claims or returned goods please present this bill	TOTAL	

No. 06446 Rec'd by

UARCO INC. RS510-2

AR201070

FORM 118

INTER-OFFICE CORRESPONDENCE

The Budd Company

DATE: February 10, 1970

Polychem - Bridgeport
(PLANT/OFFICE)

FROM: E. C. Loughin

TO: Mr. H. L. Felton
Purchasing Agent

TITLE AND/OR OFFICE: Mgr. Mat'l. Contr.

cc: Mr. J. A. Madison
Mr. F. A. Cain

C O N F I D E N T I A L

Subject: Liquid Waste Disposal

Confirming my numerous verbal requests, it is now imperative that each truck used in the hauling of our liquid waste be weighed, both light and heavy, to provide a reasonably intelligent capacity rating of each vehicle.

I am aware these specific instructions were left with our Watchman and on three occasions when the current contractor (Fast Pollutants Treatment, Inc.) were approached the request was denied with a threat of discontinuing the service immediately. Lacking a second source, the recourse has been to retreat and allow this vendor to "do as he pleases".

I understand this request for weighing has been left with the vendor, that he will weigh his units "when he has time".

Aside from this request being rather normal for most companies and manditory in the Budd Company and no cost to our vendors, additional reasons prevail. Approximately 1/23/70, the vendor placed an additional truck into service, informing us it was a 2500 gallons unit like the others and had been recording it for billing purposes until it was determined by personal investigation this unit was capable only of hauling 2000 gallons.

True, when contacted, the vendor agreed to bill us corrrectly. Had we not been on our toes or had a cross check system, such as weighing, the Budd Company would have suffered a substantial loss.

Because of recent unexplainable action by this vendor, I have checked personally with other sanitary disposal organizations in the community. One specifically informs me the standard type tank for the septic business is not 2500 gallons but 2000 gallons.

We have physically inspected two other "standard units" used by this vendor and have been unable to locate capacity information.

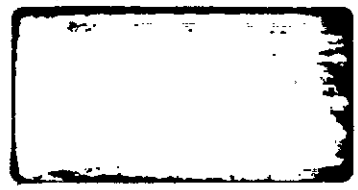
This situation has become intolerable and immediate and complete understanding must be established and maintained.

Perhaps we should immediately consider a second source and even use them alternately, as we do on a very competitive basis with outbound freight.

Your persistence in obtaining this vital information becomes manditory.

E. C. Loughin

ECL:kak



PIONEER

~~Ed Peterson~~

Hanavan Inc

Has a contract

PR 4/1

cc: F. A. C_ _n, Newark
E. C. Loughin

THE BUDD COMPANY
POLYCHEM DIVISION

March 24, 1970

Fast Pollutant Treatments, Inc.
312 West DeKalb Pike
Box 66
King of Prussia, Pennsylvania 19406

Attention: Mr. Frank Tyson

Dear Mr. Tyson:

We have a ten day notice of cancellation of your liability insurance which came from your agent, James A. Ryan. This notice is dated March 19, 1970 so we would interpret this to mean your present insurance expires as of March 29, 1970.

In talking to the girl in your office, I understand insurance is being arranged through another broker in the area, that information necessary to write a policy was given to this agent, but that it would not be finalized until you personally approved the requirements and gave the agent the green light. You are not expected back until late on March 30.

Our company is quite strict on their regulations regarding evidence of insurance. We ask that your truck empty our tanks down on Thursday, March 26. We will not be working on the 27th, 28th, and 29th. Since we feel there still would not be any insurance coverage on Monday, March 30, we feel we could get by that one day. We ask that your trucks not come in for pick ups on Monday, March 30.

Please arrange to take care of this insurance promptly and have your agent notify us. so that pickups may be made on Mar. 31

Very truly yours,

H. L. Felton
Purchasing Agent

HLF/jal

Redi-Memo

To Budd Company
Polychem Division
Front & Ford Sts.
Bridgeport, Pa.
Attn: Mr. Felton

JAMES A. RYAN Insurance Brokers Inc.
Box 97 Dial 265-2929
295 S. Gulph Road
KING OF PRUSSIA, PENNSYLVANIA 19406

REGARDING: Fast Pollutant Treatment, Inc. DATE: 3/19/70

Gentlemen:

Please be advised, per the terms of the certificate of insurance the above insured is being cancelled. The cancellation will take effect in not less than 10 days.

Sincerely yours,

JAMES A. RYAN

cc Fast Pollutant Treatment, Inc.
312 DeKalb Pike
King Of Prussia, Pa. 19406

orig to FAC

4/30/70

To: Mr. E.C. Loughin,

Frank Tyson (Fast Pollutants Treatment) advised today that late next week or early the week of May 11 they will have their International truck back in service and will be making pick ups here with it. He promised that on its first trip he will get weighed light and heavy at Alan Wood's scale so that we will have the "figures" on this truck. This truck is painted Green.

I do not know if they will continue to use the two present trucks also or if one of these will be taken out of service for a while.

Harry Felton

cc: Mr. S.R. Mallozzi
Mr. T.P. Brennan (Watchman)
Mr. F.A. Cain, Nwk

Late Jan or early Feb - advanced $6000.00 to F+P

Polychem/Bridgeport

March 5, 1970

J. A. Madison

Plant Manager

Mr. E. C. [illegible]
Bridgeport Office

cc: Mr. F. A. Cain
Mr. H. L. Felton

SUBJECT: Liquid Waste Disposal

E.C.L. letter H.L.F. dated 2/10/70

Please let me know whether we have established a satisfactory working relationship with the Fast Pollutants Treatment Company, and whether the weighing of the trucks was witnessed by some Management member of the Bridgeport plant.

JOSEPH A. MADISON

JAM/alt

AR201077

EPT

FORM 77

The Budd Company

INTER-OFFICE CORRESPONDENCE

DATE: 4/6/70

(PLANT/OFFICE)

TO: Mr E C Loughrin

FROM:

TITLE AND/OR OFFICE:

F.A. Cain plans to come to Dpt. c. Thurs. 4/9. Will you be ready to talk about the weight of a gallon of Cooker Liquor — Fruit Pollutant Treatment — Frank Tyson?

8.4 #/gal

Harry Felton

AR201079

Spt, Pn
April 7, 1970

MR. E LOUGHLIN
MR. T BRANNAN
MR. H. FELTON ✓
MR M. CASTELLO

SUBJECT: FAST POLLUTANT TREATMENT

COMMENCING ON April 8, 1970 UNTIL FURTHER NOTICE WE WILL SPOT CHECK ONLY ONE TRUCK PER DAY. BOTH IN AND OUT.

THIS MAY BE DONE AT ANY TIME OF THE DAY AND WE ASK THAT YOU DO NOT CHECK THE SAME TRUCK ON EVERY DAY.

ANY QUESTIONS PLEASE CONTACT THE WRITER

S. MALLUZZI

AR201080

(115)

To: Mr. E.C. Loughin, 4/30/70

Frank Tyson (Fast Pollutants Treatment) advised today that late next week or early the week of May 11 they will have their International truck back in service and will be making pick ups here with it. He promised that on its first trip he will get weighed light and heavy at Alan Wood's scale so that we will have the "figures" on this truck. This truck is painted Green.

I do not know if they will continue to use the two present trucks also or if one of these will be taken out of service for a while.

Harry Felton

cc: Mr. S.R. Mallozzi
Mr. T.P. Brennon (Watchman)
Mr. F.A. Cain, Nuke

Late Jan or early Feb - advanced $6,000.00 to FTP

Polychem - Newark

(116)

May 5, 1970

F. A. Cain

Purchasing Manager

Mr. E. C. Loughin
BRIDGEPORT.

CC: J. A. Madison
J. L. Mazza
H. L. Pelton
E. O. Rasmussen
J. J. Kelly
F. B. Munn
H. D. Eaton
P&C

SUBJECT: LIQUID WASTE DISPOSAL - ACCOUNTING

While up at Bridgeport last week, Sam Mallozzi, Harry Pelton and I were discussing the above subject; and while arrangements were made for Frank Tyson's trucks to be weighed light and check weighed heavy in order to establish a tare weight and then divide this by the average weight per gallon of this waste in order to determine the gallonage being hauled, I find that there is some question as to whether or not at the present time we do know exactly how much is being hauled out by Tyson's trucks.

There is no question but that a record of the loads is being kept, but I do not believe that we are spot checking the trucks very often; and Harry Pelton's letter to you of February 17, I see he states that an old report in his files shows that there is a figure of 9.8 lbs. as the weight per gallon cooker liquor.

It would seem that Frank has been basing his weight on 8 lbs. to the gallon; and sometime ago, I was given an estimated weight of 8.5 lbs. to the gallon; but I believe that Sam Mallozzi gave us a definite weight of 8.4 lbs. to the gallon on the 29th of April when I was up at your place.

In view of the fact that we would now seem to have a definite weight per gallon, it would seem to be that we should spot check the two trucks which he has been using in order to come fairly close to the gallonage which he is hauling out.

Based on conversation with Sam and Harry, there could be anywhere from $125.00 to $200.00 difference in Frank Tyson's favor some months, and I am quite sure that we do want to get this closer than that.

I see from Harry's letter of 4/30 that Frank has promised to have the International truck back in service the week of May 11, and will have this weighed light and heavy at Allentown, and we will then have a record on three of his trucks, but as Harry says, he does not know if he will continue to run the other two trucks after this one is put into service or not; but regardless of this, we will have weights and be in a position to arrive at a tare by having these weighed and using the figure of 8.4 lbs. to the gallon.

Subject: Liquid Waste Disposal - Accounting

In trying to establish an accurate gallonage, I feel that this will have to be handled a little gingerly, and maybe a compromise made in order that an amicable arrangement can be arrived at, as, as you know, and let's not kid ourselves, if anything happens to Tyson, then Harry and I, frankly, do not know where to turn unless we are going to consider paying five to six times what we are now paying. Therefore, we certainly do not want to squabble about small potatoes; but as stated, do need an accounting set up whereby we can definitely state that, based on a check, this was the quantity, plus or minus a few gallons, that we feel was taken out in a certain truck on a certain day.

Another thing, we know that Frank is always short of money; and based on competitive bids which we have gotten for doing this work, I am quite sure that we are cognizant of the reason for his being short, as he can't be getting rich based on 1.2¢ per gallon.

F. A. Cain

FAC/[illegible]

cc: Mr. F. A. Cain
Mr. J. A. Madison
Mr. E. C. Loughin

THE BUDD COMPANY
POLYCHEM DIVISION

May 13, 1970

Fast Pollutant Treatment, Inc.
312 West DeKalb Pike
Box 66
King of Prussia, Pennsylvania 19406

Attention: Mr. Frank Tyson

Dear Mr. Tyson:

We wish to confirm our recent telephone conversation with your office concerning our experience with your hauling of our waste liquids.

On the morning of May 6th, our Cooker Liquor tanks had overflowed a couple thousand gallons on the ground before your trucks got here and started to empty them. On Saturday morning, May 9th they also overflowed. Then again on the morning of May 12th a goodly quantity had overflowed.

Also, on May 6th we asked you to arrange to pick up two loads of Vulcoid Waste. This was not done until Tuesday, May 12th. This causes us delays and holds up production.

During this time, we are giving your latest invoice special handling so that payment could be made sooner than the regular pay period, and you are not even providing us minimum service.

Please try to properly render us service so our tanks won't run over.

Very truly yours,

H. L. Felton
Purchasing Agent

HLF/jal

(2)

5/11/70

To: Elwood Loughlin
From Dave Reed.

Subject: Waste water.

I would like to attempt to move the waste water out of the plant via our tanker.

I believe considerable savings can be accomplished by this method

From 4-15-70 to 4-30-70, Fast Pollution Treatment Co, moved out 68 loads at $1727.00. This is about $25.00 per load. They have two tankers 1 - 2000 gallon & 1 - 2500 gal.

By the use of our tanker, with a 4000 gal. capacity we would do the same job ~~for~~ for $890.00. Even without a pump on the tanker it is estimated two trips a day will take 4 hours. With a pump the time would be cut to one hour per day. Mr. O'Hara, who hauls our trash owns the site now being

used by the contractor. The site is located about one mile on Henderson Road off of 202.

The monthly figure would look like this:

136 loads × $25.00 per load = $3400.00

68 load × $25.00 per load = $1700.00
- labor 288

Saving per month $1412.00

One thing to be careful of is the fact that East Pollution Treatment Co also hauls our sludge and scavenger waste.

5/13/70

Dave - quite a list of
background here.
Please talk with
Filter & Malloy -
Review legal problems,
dump sites etc.
I'd like to try this
also but I'm "shaky"!

EC

120

5/14/

To: Harry Felter & Tom Malloy
From Dave Reed

Attached is proposal I made to Ellwood for use to use our tanker for waste water disposal.

The legal problem I don't understand.

We would use Bell O'Hara dump on Henderson Road, about one mile off of 202, at a price of $25.00 per load. This is the same site now used by Fred Pollution treatment.

The savings would be in the number of shipments per month

Attachment "G"

Rollins

Rollins-Purle, Inc.
Another of the Rollins International Companies
10 West Baltimore Avenue, Lansdowne, Pennsylvania 19050 • Phone: 215/622-5005

May 8, 1970

Budd Polychem Div.
Front & Ford Sts.
Bridgeport, Penna.

Att: Mr. Harry Felt

Gentlemen:

Enclosed is a copy of one advertisement in a series we are running in PHILADELPHIA MAGAZINE, PLANT ENGINEERING, and the Philadelphia newspapers. We hope you have seen them and that their subject, pollution abatement and control, is of interest to you.

There is, of course, the possibility that you are not the person in your company to whom our information should go...or that your company does not need our services. If this is the case, would you do us -- and yourself -- a favor?

Would you take a few seconds to complete the attached postage-free card? It asks that you name the person in your organization to whom our information should go, or direct us to discontinue it. If what we send is of value, you need not fill out the card.

Thanks in advance for your cooperation.

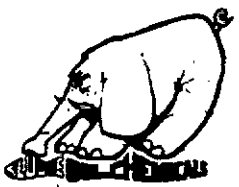
Sincerely,

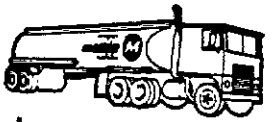
James J. McLaughlin

James J. McLaughlin
Director of Marketing

JJM:es
attachment

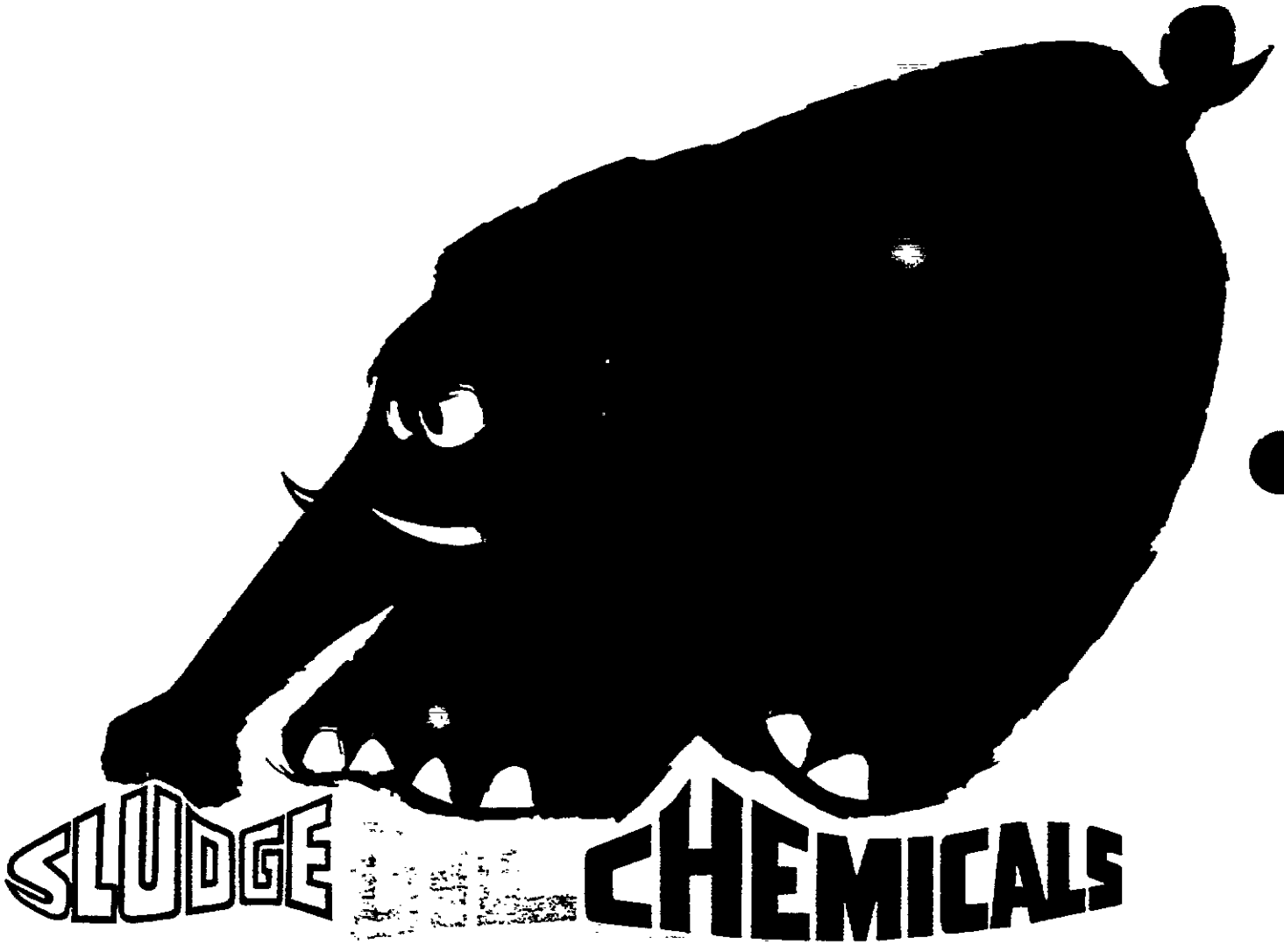
P.S. It might be worthwhile to take another look at a company that suggests lightening your reading load! It's an unusual gesture, but we're an unusual company!





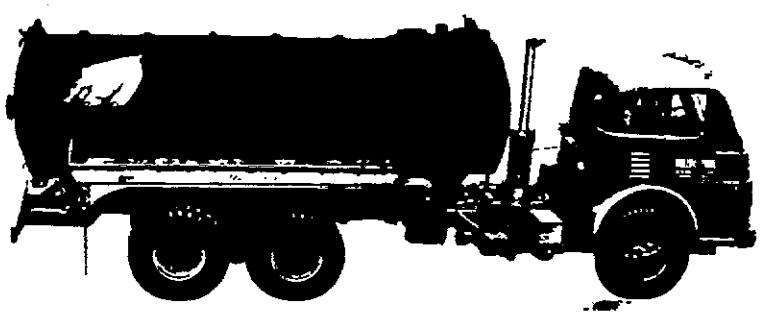
Introducing

"SLUDGE GULPER"



Rollins-Purle, Inc.

A complete pollution abatement service



"Pipeline on Wheels"

ROLLINS-PURLE, INC.

General Facts About the Logan Plant

WHAT IS IT? A regional pollution control plant to serve industry within a 50-mile radius around Philadelphia.

WHERE IS IT? Logan Township (24 sq. mi., pop. 2,000) Gloucester County, N.J., near Bridgeport, 18 miles from Philadelphia.

SITE: 212 acres bounded in part by U.S. Route 322, Interstate Route 295 and Raccoon Creek.

The site is considered ideal. It has ample water supply, a thick layer of clay underneath the tract and it fronts on a navigable stream.

DEVELOPMENT: At a cost upwards of $1.6 million, the Rollins-Purle plant will be the seed for a planned 2800-acre industrial park in Logan Township.

The Logan Plant is constructed in the building-block concept so it can be expanded at will and at less expense. Rollins-Purle, Inc., plans to build 100 such plants across the U.S. in the next three to five years.

COMMUNITY RELATIONS: The plant is not visible from nearby main highways except for a 100-foot stack that discharges a 10-foot plume of harmless steam. Attractively designed, it blends into the surrounding landscape.

OPERATIONS: Initially, the daily (7-day week, 24-hour day) capacity of the Logan Plant is about 250,000 gallons of heavy industrial wastes. As industry grows in Logan Township, plant capacity will be expanded for larger volumes of waste that may come to the plant via pipeline as well as by Rollins-Purle vehicles.

The plant handles troublesome wastes from many industrial centers throughout Delaware Valley including Trenton, Burlington and Camden, in New Jersey; Easton, Allentown, Chester, Reading and Philadelphia, in Pennsylvania; and Dover and Wilmington, in Delaware.

The new Logan Plant is a good example of a pioneering effort to help solve the problems of industry.

TREATMENT AND DISPOSAL: The Logan Plant uses chemical, biological and emission-control incineration processes.

TRUCKS: Industrial wastes will be brought to the Logan Plant daily in Matlack tank trucks and in special Rollins-Purle vacuum fibre-glass lined tanker trucks.

PIPELINES: Pipelines for serving adjacent industrial plants are projected.

- more -

Operational and Technical Data

TYPES OF WASTES: The Logan Plant of Rollins-Purle, Inc., collects, treats and disposes of industrial processing wastes from a wide range of firms. Such wastes include:

Floating Materials - Oils, greases, food and animal processing wastes, etc.

Suspended Matter - Minute particles of metals, coal dust, food, coloring, sludge, chemical slurries, etc.

Dissolved Solids - Chromates, cyanides, detergents, various other chemical wastes, etc. Alkalies, salts and mineral acid wastes will be treated and neutralized.

Organic Matter - Industrial plant sewage effluents, phenols, animal-food processing wastes, pulp processing wastes, pharmaceutical wastes, etc.

TREATMENT METHODS AND CAPACITIES: The new plant is designed to treat an average of 250,000 gal/day of heavy industrial wastes; that is, industrial wastes collected directly from customers by truck. Some of the wastes has had some customer in-plant treatment before Rollins-Purle picks up.

Methods of treatment and disposal used are:

BURNING (solids, pastes, and pumpable liquid wastes)

1. Liquid and solid wastes are reduced by burning (some after chemical treatment, others directly) in pollution-free incinerators.
2. System has an afterburner to effect complete combustion.
3. Ashes and residues are stable and usable after washing for safe fill in low lands.
4. All gaseous emissions are alkali scrubbed to remove particles and acidic vapors.
5. The incinerator handles an average of 300 tons/day of liquids, slurries, sludges, and solids.

BURIAL AND LANDFILL

1. Rollins-Purle, Inc., chemically treats wastes to stabilize them for landfill.
2. Only inert ash, insoluble salts and harmless organic residues are used for landfill near the Logan Plant.

- more -

CHEMICAL AND BIOLOGICAL TREATMENT

Chemical methods are used to remove suspended and dissolved matter, color, odor, acids, alkalies, heavy metals, and oils, as well as to neutralize acids and alkalies. The most desirable chemical for each job is the one that does the best job at economical cost.

Lime, limestone, soda ash, caustic soda, and ammonia are the workhorses for treating acid wastes. Similarly, sulphuric and hydrochloric acids, carbon dioxide, fuel gases, and sulphur neutralize alkaline wastes. The ideal situation is one where one stream of each kind needs treatment. They may then be combined to neutralize each other, and produce an insoluble inert residue which may be used as safe landfill.

Biological treatment, to degrade industrial wastes, is a duplicate of nature's self-purification process. Here it is operated under contained, concentrated and controlled conditions. Under aerobic conditions, microorganisms use oxygen dissolved in water to convert wastes into more microorganisms, plus the energy needed to keep the whole business going.

When dissolved oxygen is absent, anaerobic microbes work in two stages to turn the wastes first into organic acids and alcohols, which in turn are converted to carbon dioxide and methane. The final products to be removed are sludges, or biological solids that must be separated from the water. These sludges can then be used for landfill or they can be incinerated.

WATER USAGE AND TREATMENT

1. Treated and reclaimed water is used to scrub gases evolved during waste burning and other processes.

2. A natural thick bed of clay under the plant site prevents pollution of underground water.

3. A drain system collects water from the clay bed for treatment.

4. More than half of the reclaimed and treated water is used to scrub incinerator gases. Scrubbing water is used at the rate of 575 gal/min and will escape as steam.

5. Water residues from all chemical and biological wastes coming into the plant are given a biological polishing to remove solid organic matter.

- more -

General Facts on Rollins-Purle, Inc. and Pollution

ORIGIN: Rollins-Purle, Inc., Lansdowne, Pa., formed jointly by Rollins, International, Inc., (formerly Rollins Leasing Corp.) of Wilmington, Del., and International Hydronics Corp., of Princeton, N.J., stems from a recent licensing agreement between Rollins International and Purle Brothers Holding Ltd., of London. The agreement is for 15 years with two successive 5-year options. Rollins International, Inc., has 80 per cent of Rollins-Purle and International Hydronics, Inc., 20 per cent.

MANAGEMENT:

Technical Manager: Peter Williamson
Director of Marketing: James J. McLaughlin
Plant Manager: Calvin Triol

ADDITIONAL INFORMATION: Rollins-Purle, Inc., receives substantial help by a Rollins International subsidiary, Matlack, Inc., Lansdowne, Pa., experienced in tanker truck operation and in handling chemicals. For the Logan Plant, Rollins-Purle operates a fleet of unique fibre-glass lined equipment to cope with a wide variety of industrial wastes.

Rollins-Purle, Inc., receives aid from International Hydronics, Inc., Princeton, N.J., engineers versed in water and waste treatment.

Support also comes from Rollins-Purle's licensor, Purle Brothers Holding Ltd. The English firm has 20 years of experience in providing industrial waste disposal all over the United Kingdom, and it is the largest such firm in the world.

FINANCIAL: Rollins International, Inc., parent firm of R-P, is listed on the American Stock Exchange. In 1969, the firm reported net earnings of $2,928,942, or 88¢ per share, on sales of $85,327,575. Earnings in 1968 were $2,160,175, or 79¢ per share, on sales of $61,696,168.

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TECHNICAL DESCRIPTION

Rollins-Purle, Incorporated's Logan Township

Regional Pollution Control Plant

By

Peter Williamson, Technical Manager

Rollins-Purle, Inc.

Rollins-Purle, Inc.'s contribution to the nationwide effort to stop the indiscriminate wasting of pollution-prone materials is based on four major precepts, outlined below.

1) TREATMENT

All waste materials received at a Rollins-Purle site are considered to be potential pollutants and are treated to an inert state before ultimate disposal. Thus, no substances are allowed to reach their ultimate disposal area--be they exhaust gases in the atmosphere; salt-bearing water in the ocean or an estuarine watercourse, insoluble residues in a landfill; or stable organic materials that are returned to the upper soil stratum--without undergoing the necessary treatment steps to insure the segregation of inimical substances from our environment.

2) MANAGEMENT

The casual handling, storing and transporting of wastes, all facets of the broad field of waste management, have contributed heavily to our polluted environment. Rollins-Purle, Inc. is giving prime consideration to this problem and is using the considerable experience of Purle Brothers Holdings Ltd. as a basis for our operating procedures.

- more -

We intend to assure Rollins-Purle customers of a) the prompt collection of accumulated wastes, b) the neat and efficient handling of the materials at both the customer's plant and at the Rollins-Purle treatment site, and c) the observance of handling procedures safe to both the handler and the environment.

3) REGIONALIZATION

Rollins-Purle facilities are designed to serve dense centers of industry. They will be equipped with a variety of disposal systems which can service a number of industrial outfalls. This ability to apply varied disposal methods on a given waste allows a more complete attack on troublesome products than could otherwise be done. Regionalization allows Rollins-Purle to use one waste product to aid in the treatment of another waste produced miles away, thus reducing the cost of pollution control. A central location also allows for rapid and efficient transport of pollutants as well as rapid response to emergency situations.

4) HARD POLLUTANTS

Rollins-Purle's primary efforts are not directed toward the large volume, dilute aqueous waste streams found in every heavy industrial plant. Rather our efforts are aimed at the potentially dangerous, concentrated or inflammable "hard" pollutants. These residues are usually produced in smaller volumes and hence are amenable to tank truck haulage and batch treatment processes. By virtue of their ten-fold higher concentrations, the ability of concentrated residues to pollute is correspondingly greater and provides an obvious target for pollution abatement programs.

- more -

The regional facilities created by Rollins-Purle to perform the environmental services described above are essentially small chemical biological and physical processing plants designed to accommodate a volume of 250,000 gallons of waste per day. The technology required to control the adverse effects of waste materials is all available to us; to date, it has never come together under the aegis of one corporation or been combined into one integrated processing system.

Chemical treatment will include: 1) neutralization of acids and alkalis to produce insoluble salts which can be landfilled; 2) oxidation or reduction of certain organic compounds and metals to produce a stable non-toxic residue; and 3) precipitation of dissolved and colloidal materials from a wastestream to allow them to be treated further.

Biological treatment will play a major role in degrading industrial wastes, particularly those containing dissolved organic compounds or nitrate and phosphate salts. A multi-step process is planned; first, the material to be treated will flow through organic filtration beds where much of the waste will be absorbed on the filter material and degraded by micro-organisms; the effluent from these beds will then flow to a conventional biological waste water treatment system consisting of trickling filters, aerated lagoon and clarifier.

The physical methods fall into two major categories; separation and incineration. Since waste products never come in pure form, separation into component parts is usually required before any of the foregoing treatments can be applied. For instance, emulsified oils can be broken out of solution by chemical means and the oil skimmed off the surface, and then burned.

- more -

The production of insoluble materials often requires flocculation and sedimentation steps before final disposal can be effected.

Much of this country's pollution problems today come from improper disposal of the oily wastes and flammable solvents. Incineration therefore is an important part of Rollins-Purle's pollution abatement program. Specially designed units capable of burning pumpable liquids, semi-solids, and sludges are being installed. Proper attention to scrubbing the exhaust gases will assure that no air pollution will result. In fact, the only emissions from these incinerators will be a plume of steam and carbon dioxide, and a completely stable inorganic ash. The inclusion of an incinerator in a Rollins-Purle facility provides great latitude in the types of wastes which can be hauled. Not only can organic residues be completely destroyed, but the 2800° F operating temperature will provide an oxidizing furnace for potentially dangerous organometallic compounds.

The foregoing is a brief description of Rollins-Purle's philosophy of waste treatment and disposal, and of the methods that will be used to carry out that philosophy. The overall aim is to provide a needed service to industry while providing a better environment at the same time. Rollins-Purle intends to give continuing leadership in the battle of restoring the ecological balances of nature, so long neglected.

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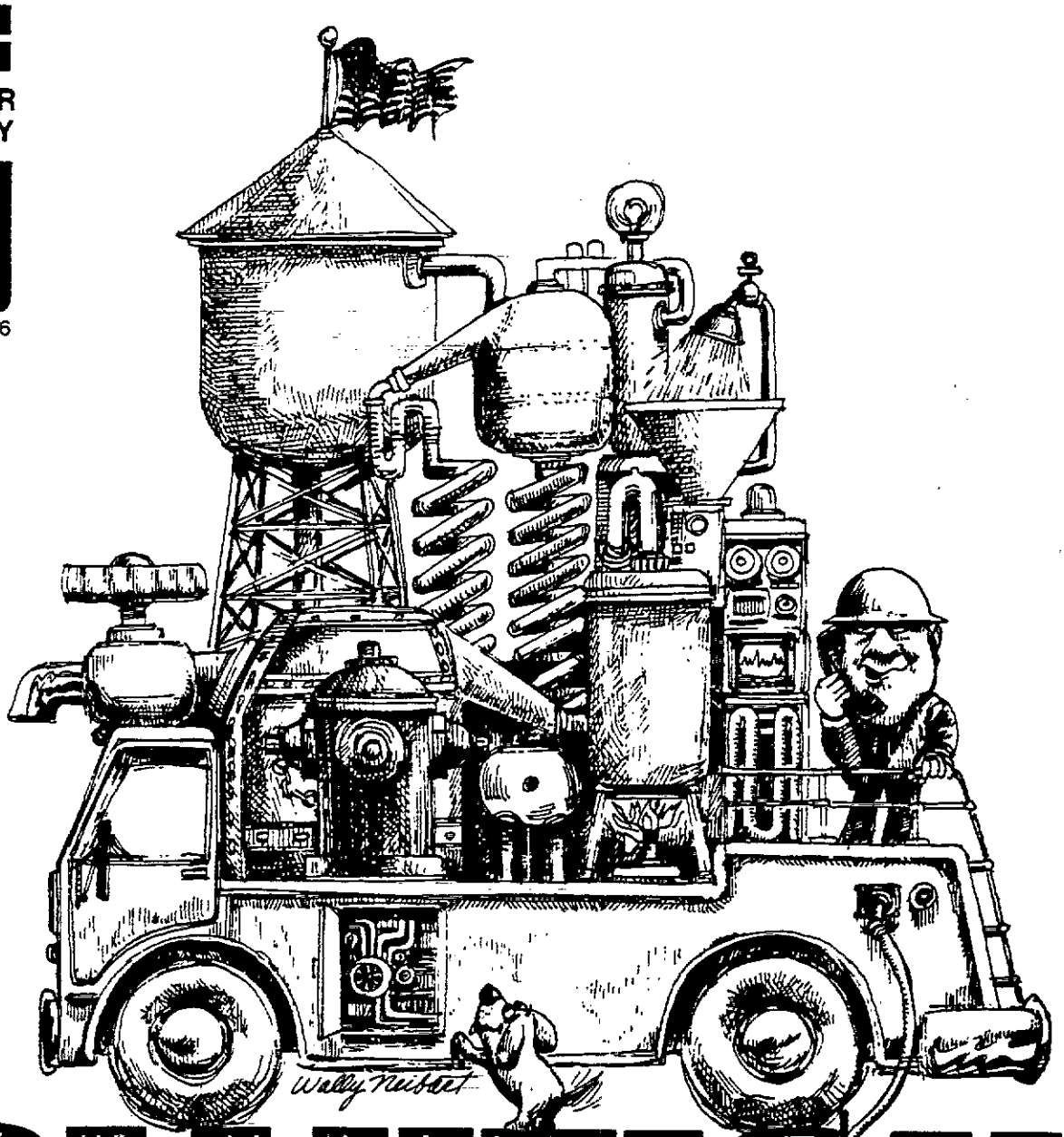
DELAWARE RIVER
PORT AUTHORITY

LOG

June 1970, Vol. 5, No. 6



POLLUTION

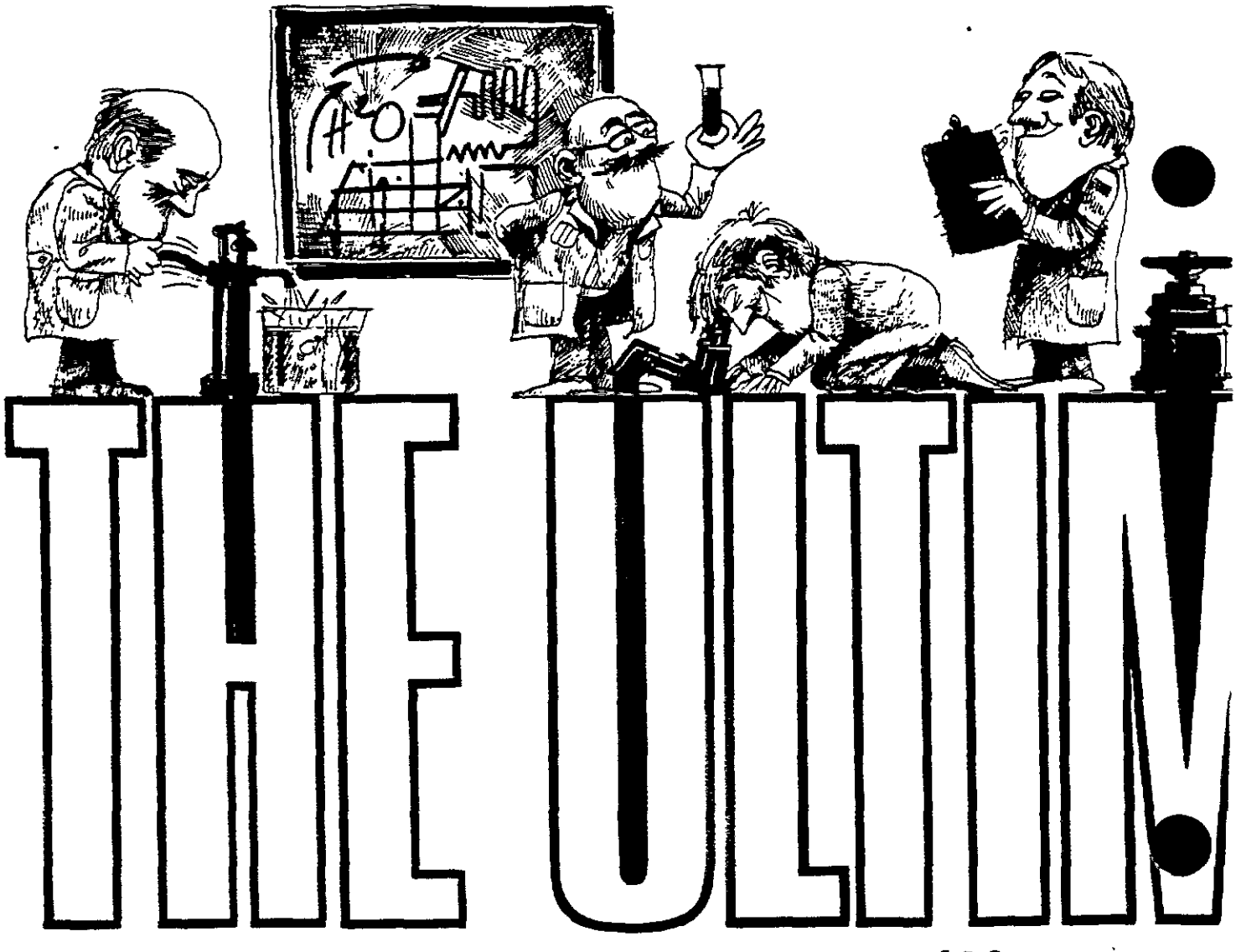
Rollins-Purle, Inc. has completed a *unique facility* to control industrial pollution in the Delaware Valley.

by Pat Rooney

White steam from a 100-foot high stack curls gently into the air over a flat farmland in southern New Jersey. Rolling along U. S. 295 on the way to Wilmington, the rider notices the only visible evidence of a newly completed facility that will aid the Delaware Valley in solving one of the area's major *problems—industrial pollution.*

The $2 million Rollins-Purle, Inc. treatment plant in Logan Township has declared its own war on industrial pollution, a matter that has become so patently urgent there can be no question of survivors. If the battle is lost, there won't be any. The Rollins facility offers area industry a *comprehensive,* effective and safe means of disposing of all types of waste materials generated by industrial production. The plant, the first of its kind built anywhere, has the capacity of disposing of these waste products at the rate of 250,000 gallons a day, enough pollutants to contaminate 37 billion gallons of water—equal to more than five days of fresh water flow into the Delaware River estuary.

According to Executive Vice President Robert H. Shertz, the Rollins waste disposal plant is the first known

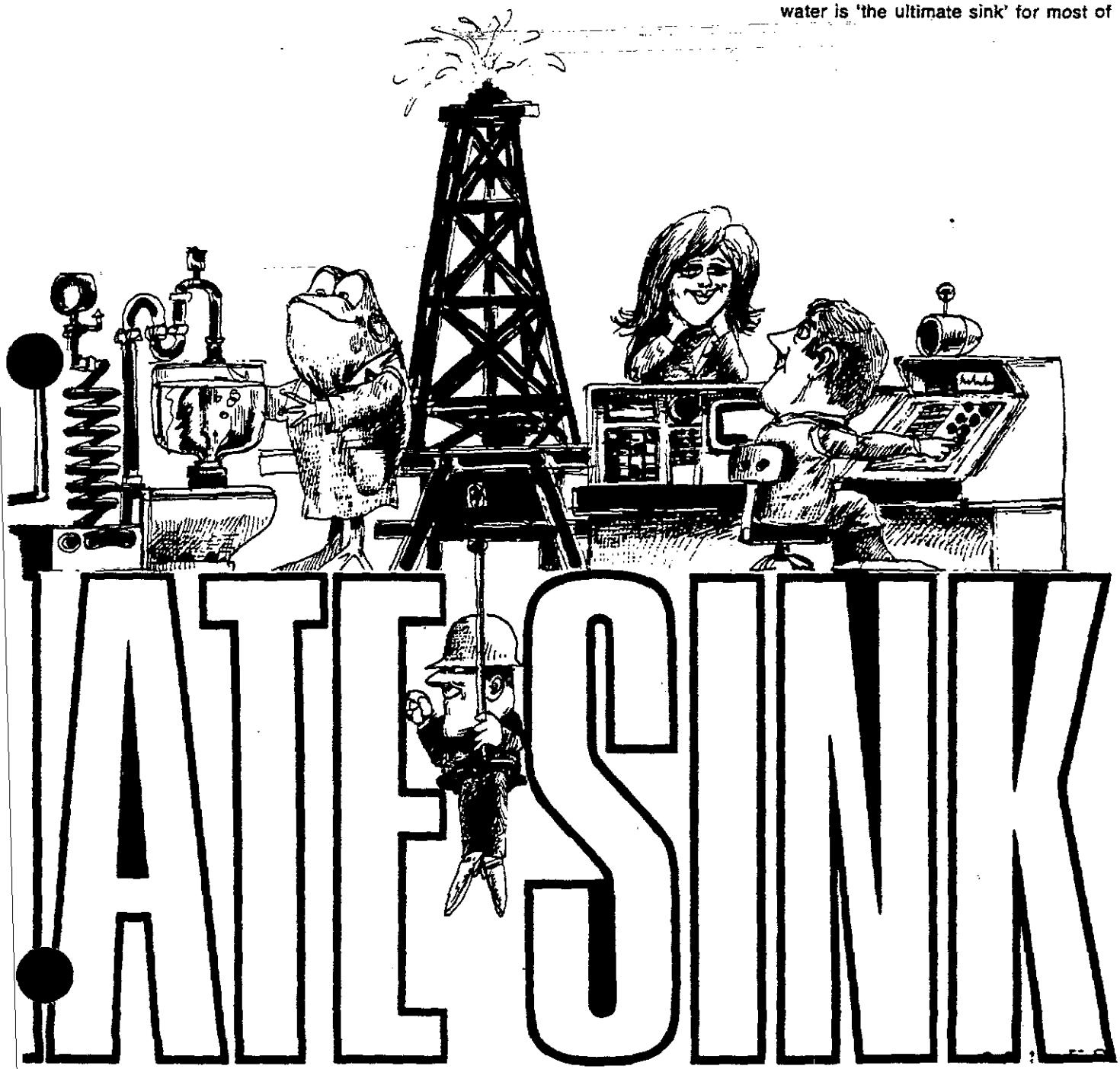


private U. S. industry to attack industrial pollution on a regional basis. He pointed out that the facility could service many of the 600 firms within a 0-mile radius of the Ports of Philadelphia that have pollution problems.

Opened in December, the plant already has 30 area plants under contract and serves many others on a fixed charge basis. Negotiations are also underway with a number of other firms.

"Rollins wanted to do something about its own pollution problem," noted John W. Rollins, president of the parent firm, Rollins International, Inc., explaining the origin of the idea for a waste disposal center. Cleaning the fleet of tank trucks in the company's Matlack subsidiary (see DRPA LOG, April, 1970) to get rid of the often noxious and dangerously corrosive residual materials transported for customers was the impetus for the firm to find a solution to its own waste disposal problems.

In the tri-state area which the Rollins-Purle plant now serves, the Delaware River and its tributaries are not only the crucial elements in the region's economic life, but they have also become the dumping ground and principal outlet for the wastes and effluents that the area's heavy industry produces. Peter Williamson, Rollins' technical director, underscored the situation when he remarked: "There are only three 'sinks' for this kind of disposal—air, earth and water. And water is 'the ultimate sink' for most of



the world's wastes."

Located on 212 acres lying along Raccoon Creek, the Rollins plant attacks industrial pollution on three fronts. Treatment methods include incineration of liquid waste, chemical mixing lagoons to achieve a harmless residue and complete biological processing systems.

In developing its pollution control subsidiary, Rollins International, a Wilmington, Del.-based firm which transports, distributes and warehouses bulk commodities, has worked closely with Purle Brothers Holdings Ltd. of London. International Hydronics, Inc. of Princeton, N. J., consultants on water and waste treatment, are also partners in the project.

Purle Brothers handles two-thirds of the waste removal in the British capital and has 20 years experience in providing industrial waste removal all over the U. K. It is the largest such firm in the world.

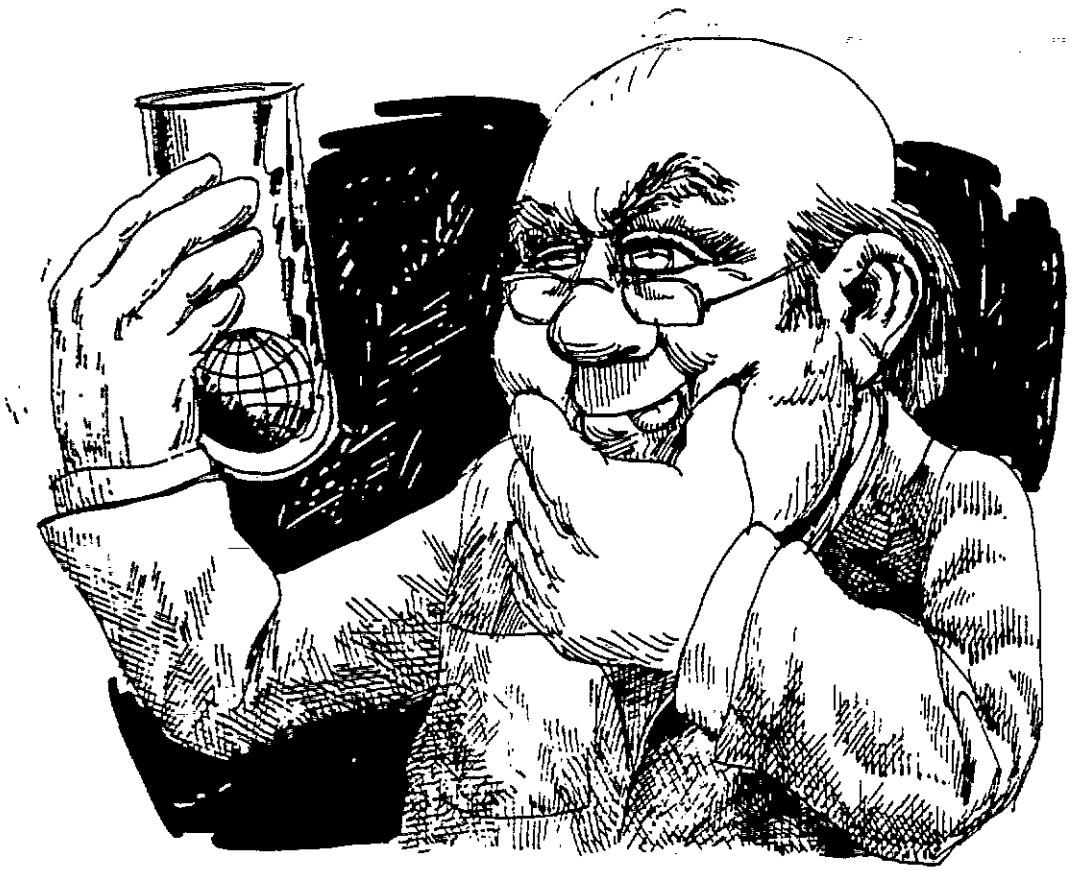
Ten years ago industry in England was the major polluter of the country's waterways. Today, according to Derek Irlam, director of Purle Brothers, the efforts of industry, and firms like Purle, in cleaning up the wastes that have polluted rivers and streams, have made it possible for porpoises, not seen there in decades, to return to the Thames River.

The thrust of Rollins-Purle's efforts in handling industrial pollution is aimed at the potentially dangerous concentrated or inflammable "hard" pollutants. These residues, explained Williamson, are usually produced in small quantities and are, therefore, easier to haul away in tank trucks and to dispose of in batch lots.

The Matlack fleet of tank trucks is the workhorse of the Rollins operation. Covering the area around Philadelphia from Allentown to Easton in the north and southward to Delaware Bay, the trucks gather waste materials from rubber, plastics and resin factories, paint and lacquer producers, textile plants and petroleum refineries. Depending on the particular physical properties of the wastes to be collected, the interiors of the trucks may be lined with rubber, fibreglass or special plastic coating. The latter hauls materials that have a high density; its vacuum pump can suck up substances of very heavy viscosity, such as sludge and mud. The trucks bear the distinctive emblem of the Rollins firm—an orange elephant called a "Sludge Gulper."

Working with customers and with its own plant chemists, Rollins determines the best way to transport the waste materials. Samples are taken at the site and analyzed at the Logan plant. The weight of the material to be moved also determines the selection of a carrier. The tank trucks have a capacity of 4000 to 6000 gallons. "We're utilizing our Matlack trucks at off-peak hours," said Cal Triol, the plant manager. "When we're operating at full capacity by late summer, we expect about 50 tank trucks per day in here." Under ordinary conditions, he noted, the wastes are kept in tanks, lagoons or pits on the company sites awaiting pick-up by the Rollins' trucks.

Upon arrival at the plant and before unloading, the material is tested again by the company's technical team to decide on the specific treatment. The firm does not accept at its plant site poisonous gases, radioactive materials or explosives.



All waste materials received at the Rollins-Purle plant are considered to be potential pollutants — even rainwater. And they are treated so that they become completely inactive before final disposal. No substances are allowed to reach their final disposal area—as exhaust gases in the air, salt-bearing water in the ocean or in nearby streams, or as insoluble residues in a landfill—without undergoing the necessary treatment to insure that they are entirely harmless.

The uniqueness of the Rollins operation is that the company uses all three known methods of disposal in its procedures. According to Williamson, waste materials are treated biologically, chemically or thermally—or by a combination of methods. In the biological degradation process the industrial wastes, particularly those containing dissolved organic compounds or nitrate and phosphate salts, are pumped from the trucks into organic filtration beds. These basins are lined with special filtering materials that promote decomposition. Much of the wastes are absorbed on these filters and are broken down by microorganisms which keep the whole process going. The effluent from these basins then flows through oxidation ditches to a conventional biological wastewater treatment system made up of trickling filters, an aerated lagoon and clarifier. The by-products are carbon dioxide, water and a sludge that can be safely landfilled. Under controlled conditions, this process closely resembles nature's own way of disposing of its waste products.

The most difficult materials to work with, said Triol, are the compounds—"those we have to strip out and separate before they can be treated." Since most waste products are never yielded up in pure form, breaking them down into components is usually necessary before any treatment can be applied.

For example, emulsified oils can be broken out of solution by chemical means and the oil skimmed off the surface. The insolubles in these waste materials are physically separated by flocculation (a process that merges the fine particles suspended in a solution into a mass) or by sedimentation. Vacuum filtration and centrifugation also may be used to remove them.

A specially designed incinerator is a prime part of Rollins' pollution control program. This chamber can handle about 36,000 gallons a day of liquids and 120 tons per day of semi-solids. The furnace is fired by natural gas but it is expected that much of the waste materials themselves will provide the necessary combustion to keep it going.

Scrubbing the exhaust gases with treated water assures that no pollutants reach the open air. Besides the emission of carbon dioxide and an ashy residue, the only evidence of combustion is the white plume of steam that rises from the stack when the furnace is operating. Not only are organic residues completely degraded, but the 2500° F operating temperature provides an oxidizing furnace for potentially dangerous organo-metallic compounds.

Chemical treatment of the wastes neutralizes any acids or alkalis, producing salts which can then be landfilled or safely discharged into nearby waterways. Also, through chemical *methods certain organic compounds* and metals can be oxidized, leaving behind a stable, non-toxic residue that can be safely filled in on the plant's surrounding landfill area.

The Logan plant operates 24 hours a day, seven days a week with a staff of 35 scientists and technicians. Built some distance from nearby highways, the facility will be able to expand when necessary with less expense, officials maintain, because of its building-block concept of design.

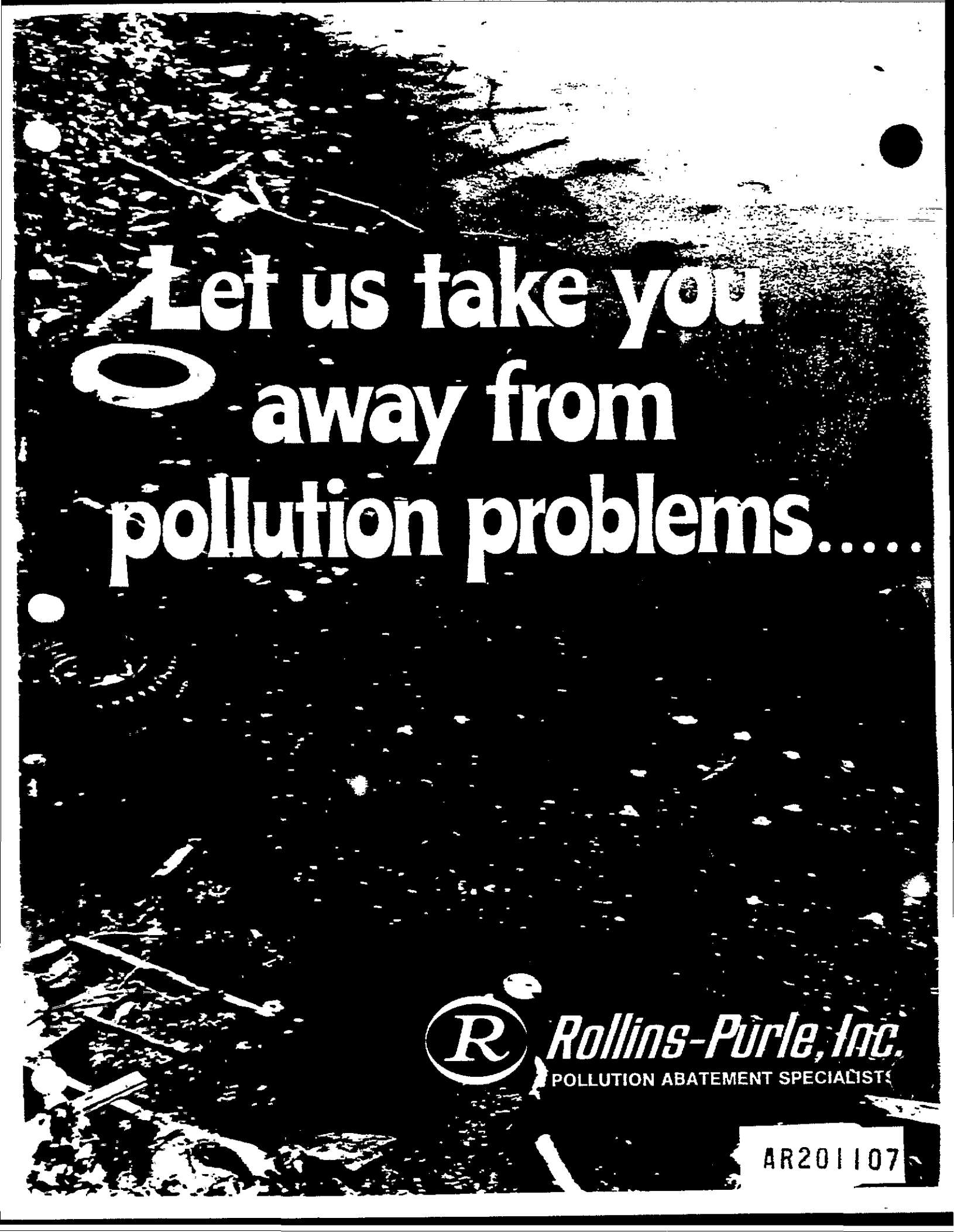
"Inspected?" replied Bob Shertz when questioned about the company's operating procedures, "We've been inspected by just about everybody." He pointed out that the Rollins plant adheres to the pollution control standards laid down by both the State of New Jersey and the Delaware River Basin Commission. Six wells drilled on the plant site check the ground water and Rollins has built an emission analysis system of monitoring stations along Raccoon Creek to check effluents from the plant into the stream. Its researchers are also currently working on reclaiming the residual materials that are the by-products of its disposal operations.

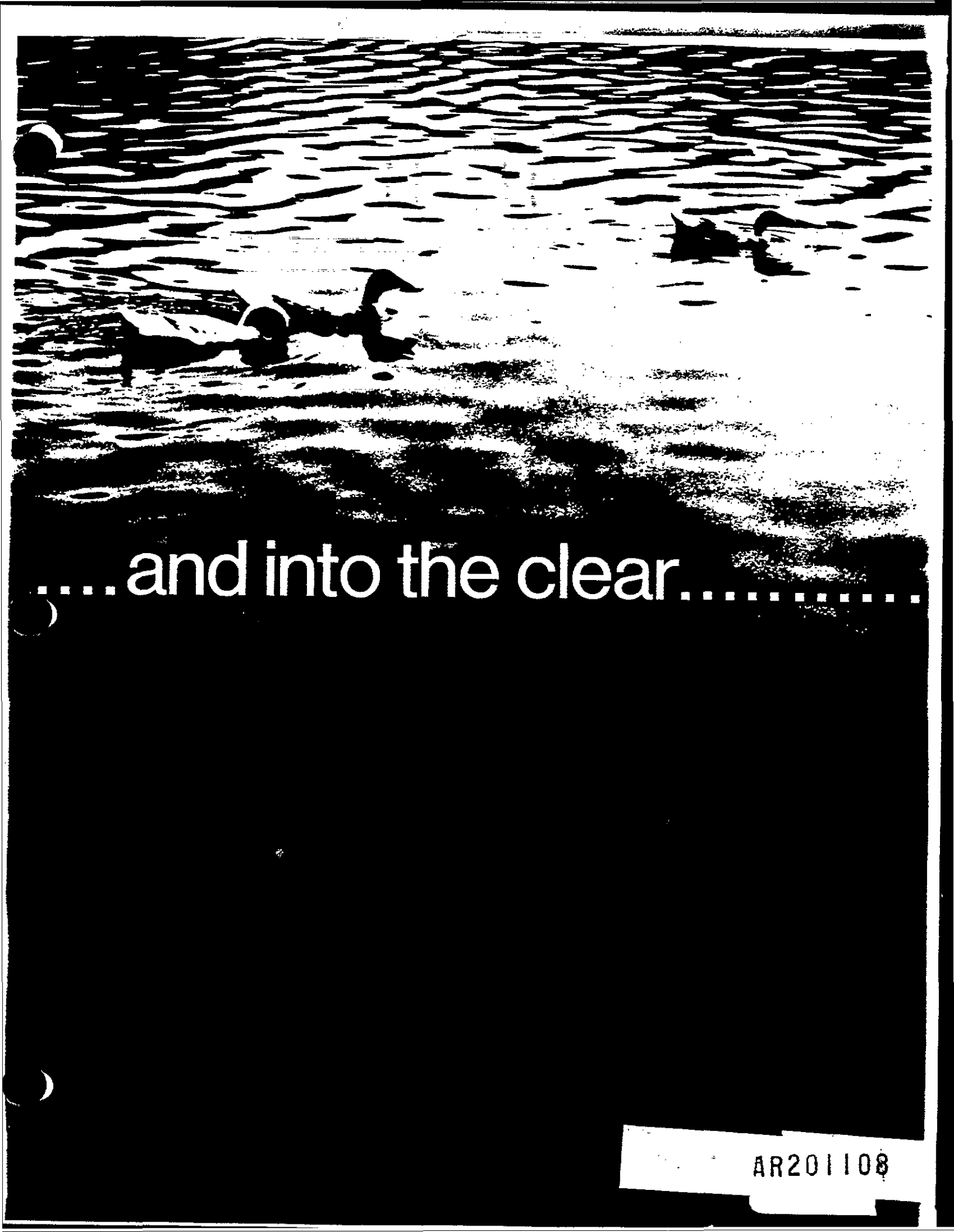
Although original estimates for the company's expansion predicted that 20 new plants would be built in the next five years, Rollins officials recently revised that figure. Forecasts now anticipate that from 75 to 100 more units will be underway throughout the country in that same period. A second plant in Baton Rouge, La., is soon to be finished.

Pollution of our lakes and streams is just one of the major problems that has been generated in the war for ecological survival. The prospect, too, of debris-ringed, smog-bound cities has brought into sharp focus the urgent need to correct man-made abuses that, unchecked, could someday drive him permanently from the face of the earth. But disposal of the wastes created by the most highly industrialized country on earth comes high. Government reports recently suggest that a cleanup drive for the nation's air and water resources will cost between $31 billion and $39 billion. About three-fourths of that amount will be spent in water pollution control and corrective measures and the rest for air-pollution-abatement equipment on incinerators, automobiles, trucks and factory smokestacks.

For thousands of industrial plants the cost of cleaning up their waste flow will be very expensive. Many of these facilities, knowledgeable observers think, may be forced to shut down altogether when stringent federal pollution regulations go into effect. Rollins-Purle estimates that the cost to customers for processing industrial wastes at its pollution control plants will range from 3 cents to 75 cents a gallon. "Even at that," asserted Triol, "it's still less expensive than the manufacturer developing an independent disposal system himself."

The alternative to the Delaware Valley's half-hearted or inadequate attempts at pollution control is alarming. Unless a concentrated attack is launched on the problem by area industry and firms like Rollins-Purle, the Delaware River itself may become the "ultimate sink" for the untreated wastes produced by its multimillion-dollar economy.


Let us take you
away from
pollution problems.....
Rollins-Purle, Inc.
POLLUTION ABATEMENT SPECIALISTS



The control of waterborne and airborne pollutants is becoming increasingly important to industry and government.

You are probably doing all you can about it. If your experience is typical, you find that your activities are not as effective as they might be, despite considerable expense.

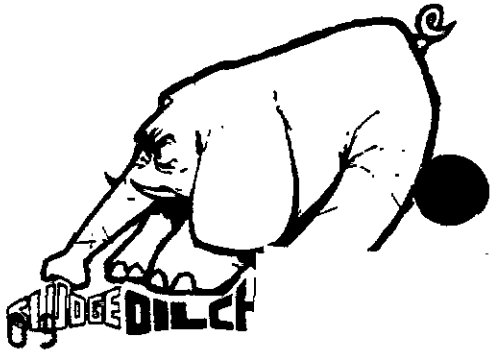
...with complete pollution abatement service.

This is where we enter the picture.

We specialize in scheduled tank truck removal of environmentally dangerous industrial wastes to our own modern disposal plants. We also offer on-site construction and operation of waste treatment facilities.

You may need either service, or both. Whatever steps you are taking, we can probably help you perform them more effectively. In fact, we assume total responsibility for your compliance with pollution control requirements.

Here are the particulars.



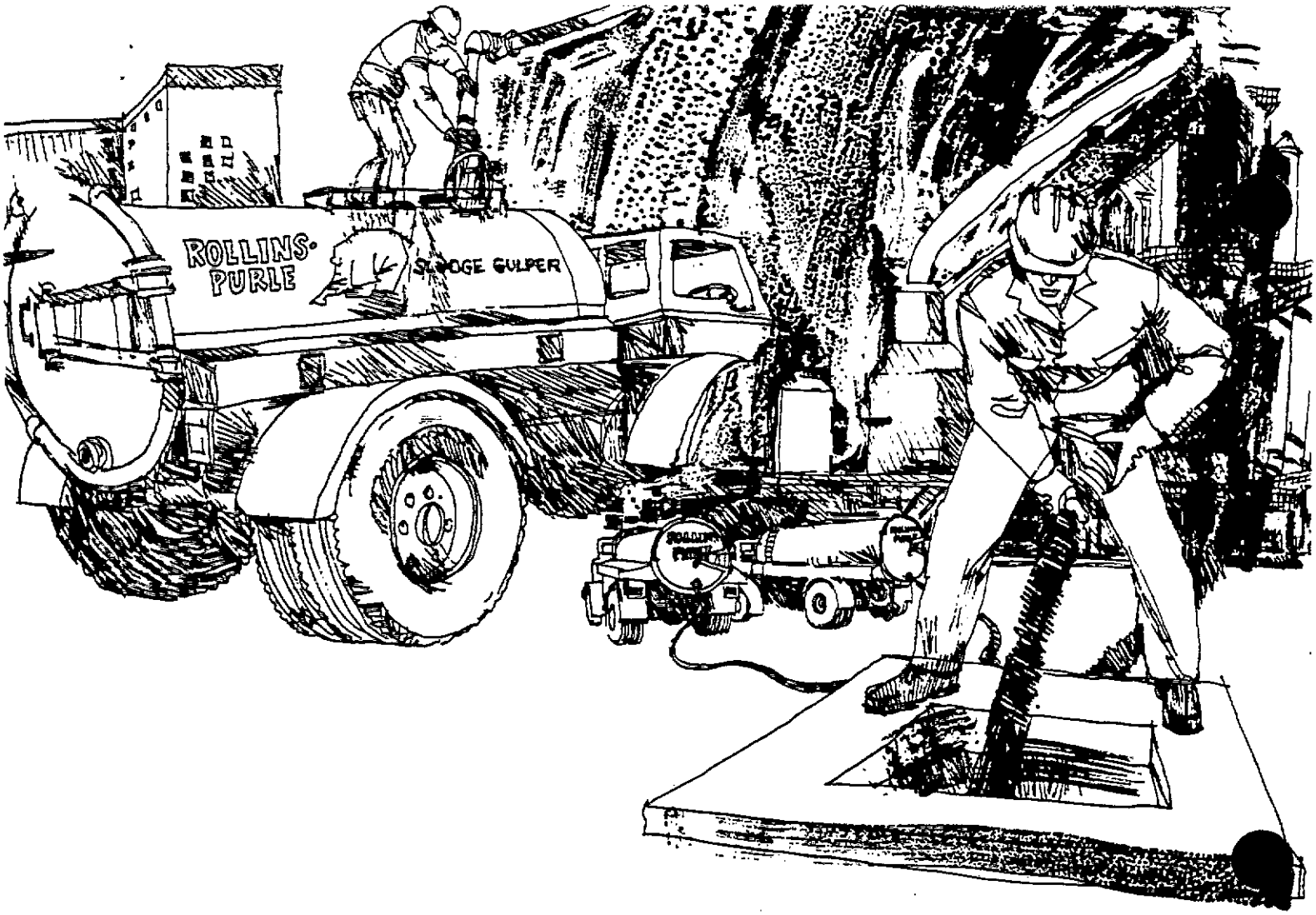
Pollution control service

We offer an indemnified service for the scheduled removal of industrial waste materials. These include:

- **Contaminated liquids: acids, alkalis, chemicals, etc.**
- **Manufacturing byproducts**
- **Hazardous and toxic materials: solvents, phenols, sludges, poisons, etc.**
- **Noncombustible solids**
- **Security incineration**

This service calls for the removal of these materials at scheduled intervals or on a demand basis via "Pipeline on Wheels"* tank truck or other specialized vehicles from your facility to our disposal plants. The cost of such

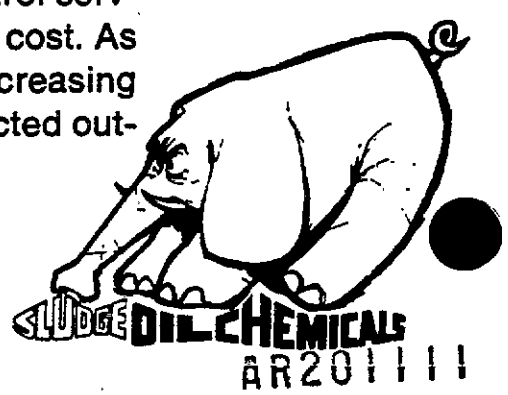
*S.M. Matlack, Inc.



service takes into account all present removal needs based upon plant location, available storage facilities, production rates, and volumes, etc. These services may be performed on a one-time basis or long-term schedule.

Our analysts will inspect your manufacturing plant or municipal disposal facility, will interview your personnel in depth regarding removal requirements, then will recommend the most economical yet practical measures needed to take this responsibility completely from you.

Rollins-Purle provides a complete pollution control service. It is dependable and entirely predictable in cost. As a client, you need not be concerned with the increasing cost of pollution abatement, nor with an unexpected out-



lay for additional pollution control equipment. CONTROL BECOMES OUR RESPONSIBILITY, NOT YOURS. This *includes* responsibility for compliance with all applicable pollution ordinances and regulations.

On-site treatment service

Our services also include pollution control at the source. If volumes warrant, we can construct and operate a waste treatment system, or construct a pipeline to carry liquid waste to on-site or "across the fence" treatment facilities, which we will operate for you. Again, pollution control and ordinance compliance become our responsibility, not yours.

ROLLINS-PURLE, INC. is one of the Rollins International companies serving the transportation and distribution industries. Other Rollins companies include:

- Matlack, Inc—Bulk transportation via "Pipeline on Wheels"
- Rollins Terminals, Inc.—Bulk storage, terminaling, packaging, and transfer
- Rollins Leasing Corp.—Nationwide full service auto leasing, truck leasing, and daily truck rental.
- GHO—Utility and communications service specialists

Rollins International, Inc.

Worldwide corporate services

P. O. Box 1791, Wilmington, Delaware 19899

The first step...

is to contact Rollins-Purle.

We will provide a comprehensive estimate, without cost or obligation.

The cost of recommended services will be predictable during the period contracted for.

Fully indemnified services will be performed exactly as set forth in our working agreement with you.

With every Rollins-Purle service, pollution control becomes *our* responsibility, *not yours.*

You must be entirely satisfied with the scope and quality of Rollins-Purle services.

Why not take that first progressive step now? Contact us.

Rollins-Purle, Inc.

Another of the Rollins International Companies

3208 Concord Pike,
Wilmington, Del. 19803 • (302) 478-5150

Reprinted from ENVIRONMENTAL Science & Technology Vol. 4, March 1970, Pages 195-197

Central waste disposal: New service looks for some action

Disposing of other people's wastes may become one of pollution control's most profitable business ventures

Ask anyone with an industrial waste disposal problem what he would like to do about it if given the choice, and chances are that he would just as soon hand the problem on to someone else. The trouble with this wishful thinking is, of course, that there is generally no one to pass the buck to. Even though a few enterprising garbage collectors have ventured into the business of carting away the wastes that industry cannot or does not wish to treat, evidence is mounting that such small operators do not have the knowledge (or, unfortunately, in many cases, the wish) to dispose of the wastes in a pollution-free manner. The story is told of the large oil refinery which contracted with a small local entrepreneur for the latter to take away large quantities of a particularly noxious waste. According to the contractor, the waste was being dumped into a deep well approved by local health authorities. In fact, the contractor merely was pouring the liquid into a lagoon he had scooped out of nearby land. When the waste started seeping through the ground and into local waterways, both the contractor and the oil refinery were severely embarrassed.

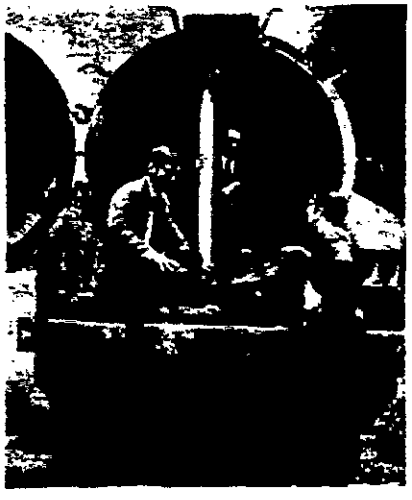
Central disposal makes sense

Two facts have emerged in recent years concerning the treatment of industrial wastes:

- It is the responsibility of every industry to ensure that its wastes are properly treated.
- The processes needed for the destruction of most industrial wastes are relatively sophisticated and not easily undertaken by those unfamiliar with a whole range of waste treatment technology.

For many small firms which have waste streams unacceptable to the local municipal treatment plant and which now are restrained from polluting local bodies of water, the prospects of having to install in-plant treatment equipment are not pleasant. Small firms often are ignorant of the technology required (if, indeed it is available) or, perhaps just as important, cannot justify the often large capital investment. Larger firms, too, may balk at having to tie up a large amount of capital in treatment plants when it does not contribute one cent to earnings. This is particularly true now, when the price of borrowing money is so high.

This background may help to explain why the concept of contract waste disposal—paying someone else to treat one's wastes—seems to be finding increasing favor with industrial executives.



Optimism. *Rollins-Purle officials say centralized waste disposal will pay*

For instance, Dow Chemical Co. president Herbert D. Doan says that "it is entirely likely that pollution needs will establish a major new service business" (see this issue, page 179). One of the reasons Doan can speak authoritatively on the matter is that his own company has shown that centralized waste disposal makes sense both technically and economically. Dow does not treat anyone else's wastes, of course, but it has so much of its own at its huge Midland (Mich.) manufacturing facility, that it has built what many industry observers call a model integrated waste treatment plant.

The plant covers 50 acres and serves more than 500 processing units in the adjacent manufacturing area. Incoming wastes are segregated by chemical nature: Strong phenolic liquid wastes are blended with cooling water and the phenol removed in trickling filters; general organic wastes are neutralized with lime, sent to settling basins and then subjected to activated sludge treatment; burnable solid wastes and certain tarry liquids are incinerated in a fashion designed to eliminate air pollution. Solids from the treatment plant either are burned, sent to a sanitary landfill, or disposed of in underground caverns (where certain brine wastes also are pumped).

Separate treatment steps

An essential feature of Dow's plant, and one which appears to be needs-

Which treatment process R-P uses depends on nature of waste

- **Acids.** Neutralized with lime or other alkali. Calcium sulfate precipitate can be landfilled, soluble neutral salts are disposed of in ocean. Ocean disposal also used for fluffy iron precipitate from spent pickle liquors, where precipitate is difficult to dewater.
- **Alkaline wastes.** Often are alkaline detergents contaminated with organics from equipment washing. Alkali is first neutralized and neutral solution is treated biologically.
- **Water soluble organics.** Biologically treated. Contaminants such as trace metals must be oxidized or precipitated out of solution.
- **Insoluble organics.** Incinerated. When present in aqueous emulsion, emulsion is first broken physically or chemically, organic phase is skimmed off and burned. Aqueous phase receives appropriate treatment (generally biological). Heavy emulsions can be burned directly.
- **Metals in solution.** Chemical treatment used to precipitate salts or oxides.

Sludge from biological treatment processes is surface landfilled. Ash from incinerator is washed to dissolve water soluble materials, then landfilled.

sary for the optimum operation of any central waste treatment facility, is the segregation of incoming waste streams. If the wastes from a variety of chemical manufacturing steps were allowed to mix in one central sewer line, then the total volume of liquid would have to undergo all the treatment steps needed to remove every contaminant. Quite apart from the obviously uneconomical aspects of such a procedure, there is also a real risk of explosions in the transfer line as chemical reactions proceeded unchecked.

Despite the disadvantages inherent in having to treat a mixed liquid waste containing many different, and probably nonbiodegradable, components, several municipalities have shown interest in treating industrial wastes as well as domestic sewage (ES&T, October 1969, page 887). Although they generally do not have the technological capability to treat industrial wastes, many municipalities feel that the sheer volume of these wastes will enable them to build very much bigger treatment plants than they otherwise would need to treat only domestic sewage. They hope to achieve the economies that a large plant could make possible.

Profit in waste disposal?

A growing number of companies in the last year have come to the conclusion that there just may be profits in waste. E.S. "Bud" Shannon, waste control manager for Dow at Midland, thinks that a well designed and integrated plant could charge customers prices they could afford to pay to get rid of their liquid and solid wastes and make money in the bargain. Plants of this type are being built by Rollins-Purle, Inc. (Lansdowne, Pa.).

Shannon's views are not shared by everyone who has looked into the possibilities, however. Spokesmen for Hytek, Inc. (Cleveland, Ohio), say that, at one time, they were interested in setting up a pilot plant to treat a variety of wastes from chemical and other plants in the Cleveland area. But the company ran right into the plans of the City of Cleveland, whose municipal treatment plant presently accepts and treats (quite inadequately, according to many) wastes from any source whatsoever. "How can you compete with the city?" asks Hytek. Cleveland authorities apparently are determined to have one of the largest and most efficient municipal plants in the world. Nevertheless, R. C. Sargent, Hytek's vice president for engineering, says that his company has Ohio Board of Health approval and still intends to go ahead with a central disposal project "when the time is ripe."

Complex. *Dow plant spans 50 acres*

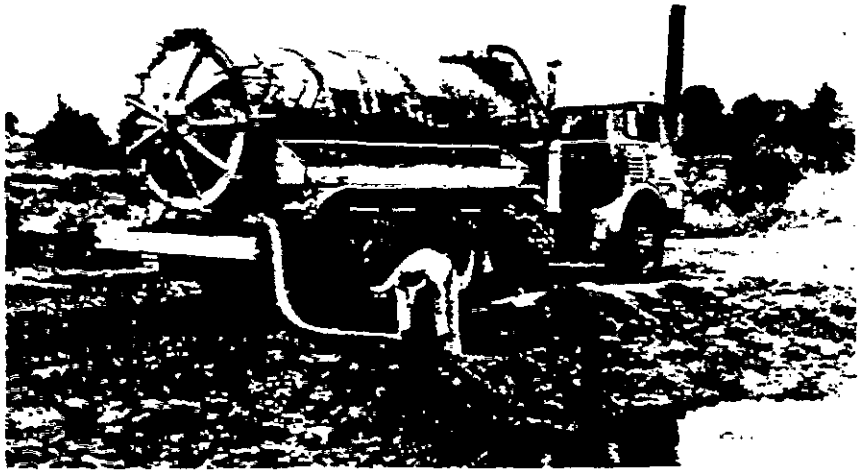
The ripe time is not now, according to COPE, Inc. (Houston, Tex.), another company hoping to make an entry into the disposal business. COPE (Consolidated Oxidation Process Enterprises) has done considerable groundwork to discover just how profitable contract waste disposal would be for them. For instance, the company has calculated that customers would have to pay anywhere from $8-14 per ton of liquid or solid waste treated. COPE has looked extensively at prospects in the heavily industrialized Houston area, and also at industrial locations "in the northeast." The company has concluded, however, that the climate is not favorable at present, and gives two main reasons:

- Pollution laws on the books are not being enforced to the utmost, so that it may be cheaper to pollute than to find cleanup methods.
- Prospective customers are not willing to sign up with COPE for long-term (five years or more) contracts, because many firms believe they can engineer around pollution problems and get rid of their wastes at the source within a few years.

Active plants

The number of operational central waste treatment plants in North America is, by all indications, very small. There are probably many plants that are able to treat a limited number of types of waste from multiple sources—such as the Friendswood Development Co. facility (Bayport, Tex.) described at last month's ACS meeting in Houston. The Friendswood plant is selective in accepting wastes from the chemical plants it serves, however. Its activated sludge unit can treat only biodegradable wastes and sets acceptability criteria in terms of biological oxygen demand, pH, etc., even for those.

One of the few waste treatment complexes in the continent is that of Goodfellow Enterprises (Corunna, Ont.) which has been in service since 1957 and modernized in 1968 at the urging of the Ontario government. The Goodfellow plant accepts liquid and solid wastes from the numerous chemical plants in the Sarnia (Ont.) area, and disposes of them by burning, burial, or deep-well injection. The plant is highly regarded in Canada, and Goodfellow reportedly is planning to build another similar facility in the Toronto area, although company spokesmen are loath to discuss



Sludge gulper. *Special tank truck vacuums sludge from industrial waste lagoon*

plans while negotiations with Toronto industries and government officials are going on.

U.S. critics, nevertheless, point out that the Goodfellow plant in Corunna is not a particularly good model for the pollution control service industry to follow. They cite such things as the plant's lack of any biological treatment processes and the relative unsophistication of its incinerators (which have few or no controls to prevent air pollution).

Optimistic entrant

Among all the hesitant entrants in the field of central waste treatment, it is somewhat surprising to find a company that is decidely optimistic about prospects for making money in the business. John W. Rollins, Sr., chairman of Rollins International, Inc. (Wilmington, Del.), stated in March 1969 that he expected his company's subsidiary, Rollins-Purle, Inc. (R-P), to be doing $50 million worth of business providing pollution abatement services within five years. R-P, said Rollins, would build 20-25 waste treatment plants across the U.S. "in the next five years." Since Rollins first made these projections, he has upped his estimate of construction to 100 plants within the same period.

R-P presently is just completing its first central treatment plant (Gloucester County, N.J.) to treat wastes from an area 50 miles around Philadelphia, and expects to start operation of another plant (Baton Rouge, La.) in mid-summer. R-P's marketing director, James J. McLaughlin, indicates that the company has about 50 industrial firms lined up (under contract or negotiating) to have their wastes treated either at the New Jersey plant or at a smaller facility (Wilmington, Del.) where acids and alkalis are neutralized and the resultant salts shipped for ocean disposal. McLaughlin says that R-P has had little trouble in signing up firms for 2-3 years. Although many of the firms who have contracted with R-P are big names in the chemical industry, they are not willing, at the moment, for their identities to be revealed—apparently out of a fear that they would be admitting that they had pollution problems.

A trump card in R-P's hand is its access to the large fleet of tank trucks operated by Matlack Bulk Distribution Services, another Rollins International subsidiary. These trucks, supplemented by about 30 specially designed "Sludge Gulper" vacuum tankers, are the main means by which customers can send their wastes to an R-P plant. R-P also can arrange for wastes to be piped into a plant if the client is located nearby. McLaughlin further indicates that R-P is willing to operate existing pollution control facilities or to build and operate a plant on the customer's site.

For the moment, however, the main thrust of R-P's business is in relieving a company of its wastes at the plant site. This is to the client's advantage, since contracts are so written as to remove his responsibility for the waste once it is off his property.

R-P will accept all types of liquid and solid wastes except those that are radioactive or explosive. All the company's centralized plants will treat wastes by one or more chemical, biological, or physical processes; which one is used depends on the chemical nature of the waste (see box). Ability to segregate wastes is vital, says R-P's technical manager, Peter Williamson; only by separating incoming streams is it possible to ensure that plant operations are safe, and to provide complete waste deactivation at a price reasonable to the client.

An important feature of all R-P plants will be an insistence that they do not contribute to any form of pollution. Thus, incinerators will be equipped with scrubbers, and the large amounts of insoluble wastes produced in a plant will be disposed of in landfills with leachate collection systems.

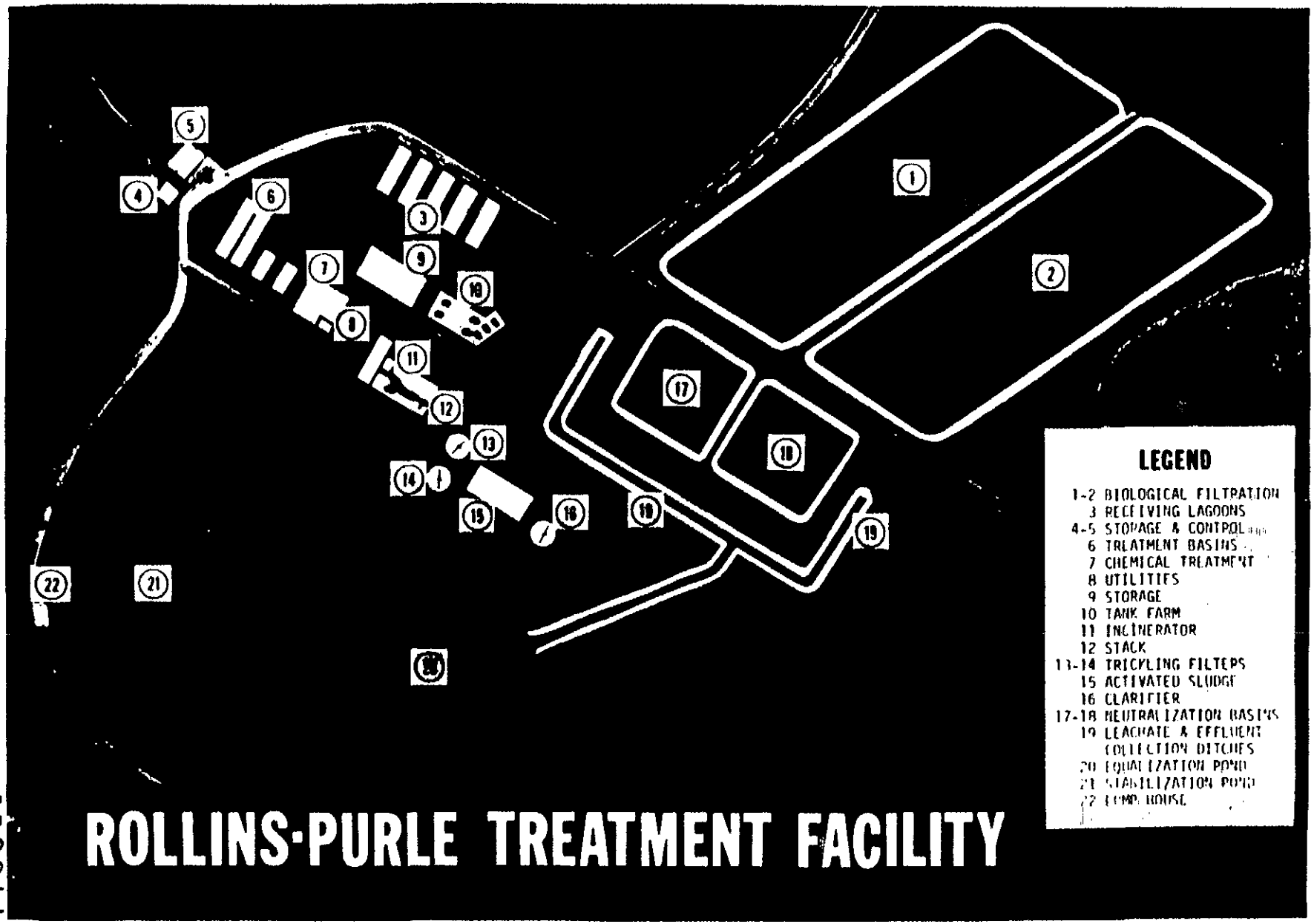
Naturally, control of the wastes coming into a central plant is vital: R-P emphasizes that it must know the composition of a waste before it can quote prices on cost of disposal. So emphatic is R-P on this point that it is reluctant to accept wastes from independent contractors who may misrepresent or may not know the chemical nature of the wastes that they pick up from their industrial customers.

Costs

The cost to a customer for having wastes treated at a central plant obviously depends on many factors in addition to the nature of the wastes: The volume to be picked up, the distance of the customer from the plant, etc. But Williamson does give some general guidelines:

- Wastes that require just one-step treatment might be charged as little as 3 cents per gallon
- Wastes requiring two treatment steps might cost from 4.5-6 cents per gallon.
- Difficult wastes such as mixed chlorinated hydrocarbons—which have too low a caloric value to support combustion and from which the chlorine must be removed—could cost as much as 30 cents per gallon.
- Baled trash that can be directly landfilled might cost $2-4 per ton. These costs are very similar to estimates made by COPE in Houston.

It remains to be seen whether R-P plants will be able to generate the large dollar volume in business projected for them by company chairman Rollins. What is certain is that if R-P appears to be making a going proposition of its stake in the new pollution control service business, it will not be without competition for long. Apart from the firms mentioned here, there is good evidence that comparative heavyweights such as Zurn Industries (Erie, Pa.) and Petrolite Corp. (St. Louis, Mo.) are watching with interest on the sidelines.



ROLLINS-PURLE TREATMENT FACILITY


collects, treats and disposes
of industrial pollutants completely, effectively, safely.
AR201119

Rollins-Purle, Inc.

ROLLINS-PURLE, INC. is one of the Rollins International companies serving the transportation and distribution industries. Other Rollins companies include:

- Matlack, Inc—Bulk transportation via "Pipeline on Wheels"
- Rollins Terminals, Inc.—Bulk storage, terminaling, packaging, and transfer
- Rollins Leasing Corp.—Full service auto leasing
- Rollins-Coile, Inc.—Full service truck leasing and daily rentals throughout the East and Southeast
- Rollins-TER, Inc.—Full service truck leasing and daily rentals in the West and Pacific Northwest
- GHO—Utility and communications service specialists

9/16/70

Dennis Zimmer

Rollins Purle

Follow up

AR201121

Polychem/Bridgeport

(6)

September 21, 1970

J. L. Hearn
Plant Manager

Mr. J. A. Madison
Newark Office

cc: Mr. J. C. Collins
Mr. E. C. Loughin
Mr. M. G. Ransone
Mr. W. J. Brennan, Sr.
Mr. H. L. Felton

SUBJECT: Cooker Liquor Hauling
Rollins Purle

I have instructed Mr. E. C. Loughin to make arrangements to haul cooker liquor from Bridgeport via Rollins Purle starting Monday, September 21, 1970. I would like to have confirmation of this contract, and also a report on the status of the other programs and vendors which are under investigation by you at this time.

J. L. Hearn

JLH/alt

9/21/70

Instructions for Hauling Cooker Liquor to Rollins-Purle, Inc. Wilmington Del.
P.O. 53090

Directions

Take 202 to I-95, Get off I-95 at 4th St. exit Then about 3 blocks to Lancaster Ave. Turn left on Lancaster Ave. Go down Lancaster to Market St. Turn right on Market. Follow Market for 2 traffic light (about a mile) then promptly look for a "Y". Go off on the "Y" and you will see a modern green office bldg on stilts (I.V. Griffiths). at this bldg. turn right on a gravel road. There will be 2 meat packing bldgs. ahead of you. Turn left and you'll see Rollins Purle.

Hours

They will take deliveries from 8:00 AM til 5:00 P.M. If we want to deliver in the evening (or on Saturdays) phone them before 4:00 PM

Delivery Slip

Our delivery slip should state (1) gallons and (2) what it is (Cooker Liquor)

Personnel at this location

Supervisor - Charles Ulbinsky; Plant Mgr - Mr Minster

Telephone: 302-658-8214

Unloading: Our 3" I.P.S. male nipple is OK. W.J. Felter

AR201123

609 67-3100

STEE

Dale Yeager 9/14/70

Can[redacted]

handle

this week

will have to barge it

Have not had a chance

to or
Rather biotreat it (Cannot biotr. this weeks)

30% mark up

[illegible]ce sample analysed
[illegible]n

Expect - close

5.2 cent/gal

emergency mark up 4 ¢ gal + 30%

Take wk + half

schedule / on Christiana R
202 + 9

AR201124

[redacted]

[redacted]

Memo

9/28

Rollins - Purle

. arranged on Fri

10:00 to 11:30

[redacted] advised 9/25

On Sat. - Hourly schedule

"would be in early"

AR201125

October 8, 1970

Rollins-Purle Inc.
P.O. Box 2349
Wilmington, Delaware 19899

Attention: Mr. Dale Yeager

Dear Mr. Yeager:

Regarding the truckloads of Cooker Liquor which we are hauling to your barging point in Wilmington,Del. we wish to advise that the question of capacity has just been raised. Our Heil tank trailer which we have been using for this job only has a capacity of 4600 gallons.

On our shipping papers to you we have been showing 5000 gallons per load. In the future we will show our gallonage as 4600 gar load. We ask that you correct this figure on the first eleven loads we delivered to you allowing the corresponding credit to our account.

We are enclosing a copy of our purchase order for this trailer showing that Heil, the manufacturer list this as a 4600 gallon trailer.

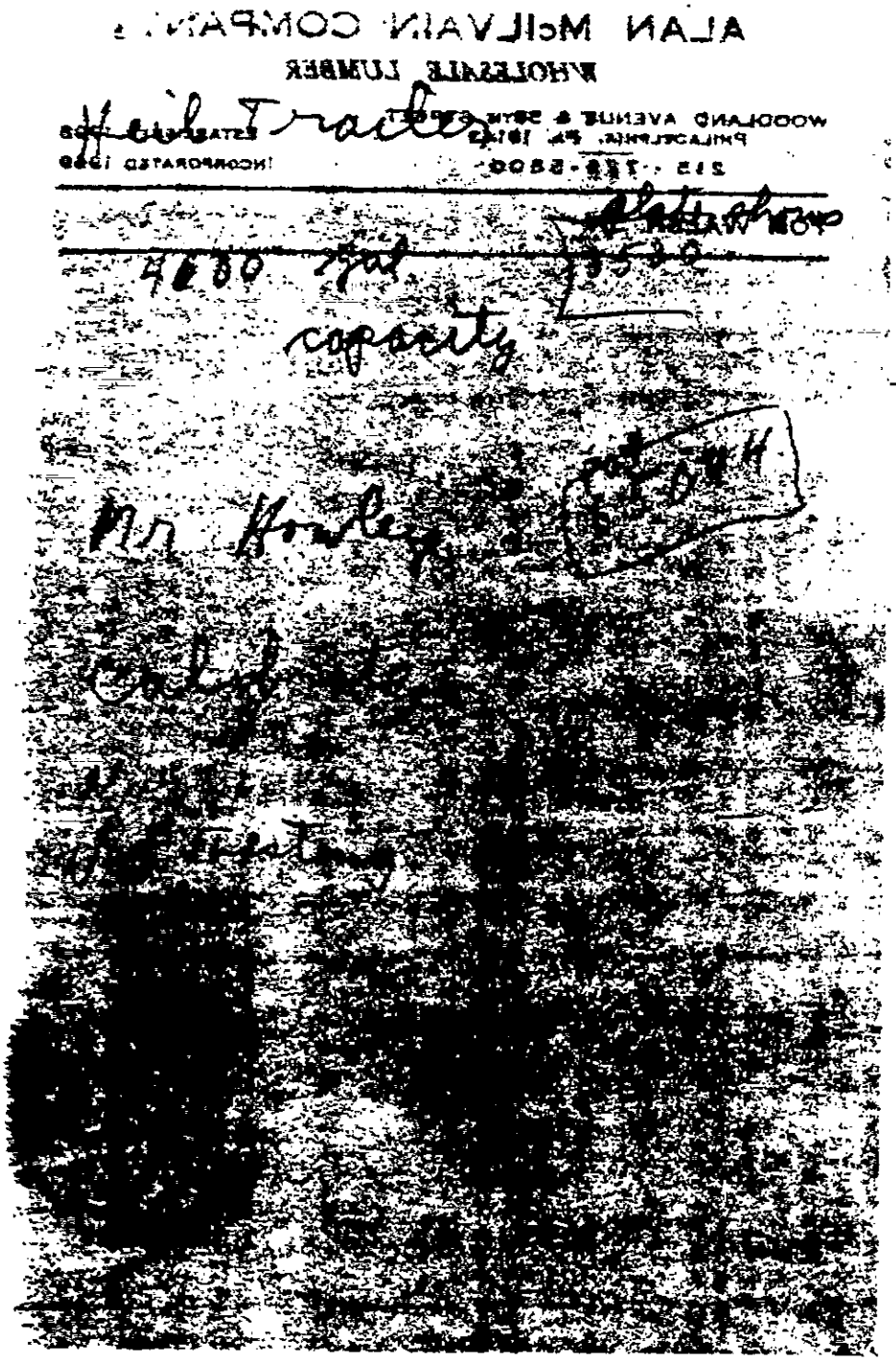
Very truly yours,

H.L. Felton
Purchasing Agent

HLF/mjc

Cc: Mr. J.A. Madison

AR201126



AR201127

Rollins-Purle, Inc.

Another of the Rollins International Companies

P. O. Box 2349, Wilmington, Delaware 19899 • 302/478-5160

October 12, 1970

The Budd Company
Polychem Division
Front and Ford Streets
Bridgeport, Pennsylvania 19405

Attention: Mr. Harry Felton
Re: Removal of Waste "cooker liquor"

Dear Mr. Felton:

Thank you for your courteous patience in waiting for this proposal.

Based upon our correspondence and the analysis of your wastes by the Rollins-Purle technical staff, Rollins-Purle, Inc. is pleased to propose the following:

An indemnified service for the transportation and ultimate legal disposal of waste "cooker liquor" in the expected volume of 3,500,000 gallons per year.

TREATMENT CHARGE..... 3.27¢/gallon

TRANSPORTATION CHARGE..... $106.00 per load
(4700 gallon capacity)

Transportation will be to Bridgeport, New Jersey and may be supplied by The Budd Company. Explicit in this transportation charge is the requirement for loading by the customer in one hour or less.

The above-mentioned services will be performed in a professional manner and in full compliance with all existing environmental control ordinances germain to the material and the area.

This proposal will be considered active for a period of thirty days. If more time is required for a final decision, I would appreciate notification to that effect.

It is our hope that this proposal meets with your acceptance. However, if any questions should arise, please do not hesitate to contact me immediately.

Looking forward to your valued business, I remain,

Sincerely,

ROLLINS-PURLE, INC.

Dale R. Yeager

Dale R. Yeager
Marketing Representative

ndr

10/12/70

(12)

To: Mr J. A. Madison
Subject: Rollins - Purle

Attached is Rollins - Purle's quotation for "accepting" our Cooper Liquor — delivered here today by Dale Yeager.

I asked Mr. Yeager if $3.27 c gal. was their best price - that they have had a look at quantities of our material. He said first they have to neutralize our liquor then "biotreat" it. The other thing he said was that their treatment plant just got into operation in May. Their costs at present are somewhat "theoretical". They wish to be in operation a year to get good cost information.

They say they are loosing money by "barging" our and other customers waste. They are doing this now because they have a breakdown at their Bridgeport, N.J. treatment plant and are barging to accommodate their customers. They expect to be back in operation soon when they will be asking us to haul to N.J.

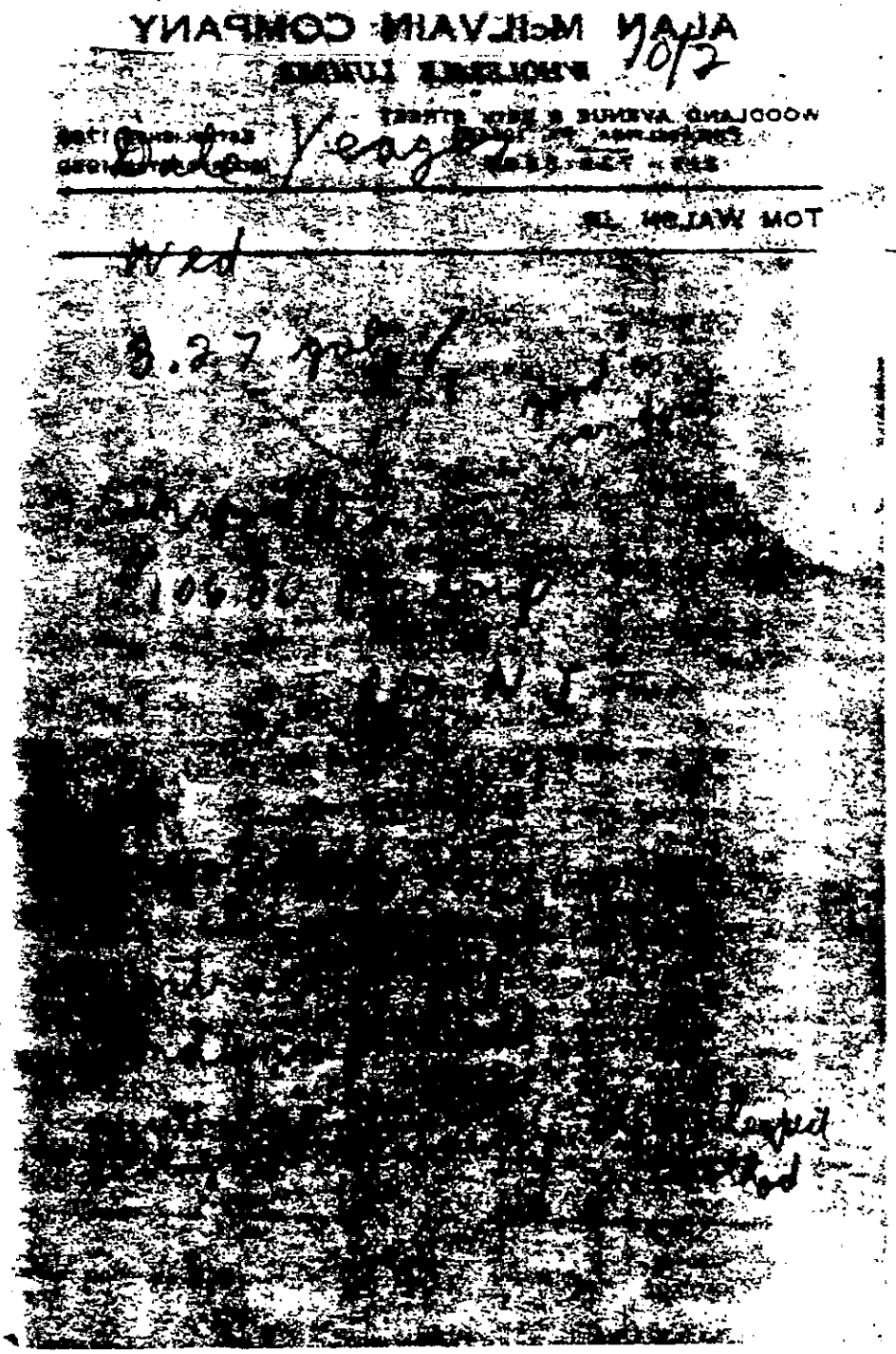
Having heard Yeager's "brainwashing" lecture they feel their price is justified because (1) it is long term service (we won't get cut off) (2) it is guaranteed service (indemnified - protected against the law) (3) they offer their "professional" facilities and personnel. They invite us to visit their [illegible]

AR201130

They are going to submit one of their contracts to us which they want us to review and would like us to sign.

Harvey Felton

P.S. Mr. Yeager was given samples of
- Resin Waste
- Vulcoid Resin Waste
- Vulcoid Caustic Waste



To: Mr J. T Hearn (12) 11/23/70

Subject: Cooker Liquor cc: Mr J.A. Modica

No. 1 Paper Machine Ran.		Our trucks hauled	No 1. P.M. Ran	Our trucks hauled
Sat.	9/19/70	[redacted]	Mon 10/19	4600 gal.
Mon	9/21	✓ 4600 gal.	Tues 10/20	4600 "
Tues	9/22	✓ 4600 gal	Wed 10/21	4600 "
Wed	9/23	✓ 4600 gal.	T. 10/22	
Thurs	9/24	9200 gal.	F 10/23	4600 "
Fri	9/25		27 operating days	~~99,000 gal~~ 96,600 "
Sat	9/26	4600 gal.		
Mon	9/28		OR	
Tues	9/29		3578 ~~3,707~~ gal. per operating day	
Wed	9/30			
Thurs	10/1	4600 gal		
Fri	10/2	4600 gal		
Mon	10/5	4600 gal.		
Tues	10/6	4600 "		
Wed	10/7	4600 "		
Thur	10/8	4600 "		
Fri	10/9	4600 "		
M	10/12	4600 "		
T	10/13	4600 "		
W	10/14	4600 "		
T	10/15			
F	10/16	4600 "		

N I Gelton

Rollins-Purle, Inc.

Another of the Rollins International Companies

P. O. Box 2349, Wilmington, Delaware 19899 • 302/478-5160

(12)

October 29, 1970

Budd Company
Polychem Division
Front and Ford Streets
Bridgeport, Pennsylvania

Attention: Mr. Harry Felton
RE: Disposal of Waste Cooker Liquor

Dear Mr. Felton:

As discussed in our initial conversations, Rollins-Purle is willing to charge all previous service on the basis of the contract pricing if a contract agreement can be reached within thirty days.

Now charging $.057 gal.

Enclosed is a copy of our standard service agreement. Please indicate to Rollins-Purle as soon as possible the acceptability of this agreement.

I am looking forward to servicing Budd Company as a valued customer. If any questions arise, please contact me personally.

Sincerely,

ROLLINS-PURLE, INC.

Dennis M. Zimmer

Dennis M. Zimmer

ndr
Enclosure

(13)

AGREEMENT made this day of , 1970, by and between ROLLINS-PURLE, INC., 3208 Concord Pike, Wilmington, Delaware, a Delaware corporation hereinafter referred to as Rollins-Purle, and BUDD COMPANY, POLYCHEM DIVISION, a Pennsylvania corporation hereinafter referred to as Company. The parties hereto agree as follows:

1. Removal of Industrial Waste Material. Rollins-Purle will undertake to accept Industrial Waste Material provided that the amount of such material shall not be greater than 5,250,000 gallons or less than 1,750,000 gallons per year. Rollins-Purle will exercise its best efforts to accept all such material, but will not be liable for damages that result from its failure to do so.

If the amount of such material shall exceed the upper limit or fall short of the lower limit for a period of twelve weeks, Rollins-Purle may amend the schedule of charges in paragraph 2.

2. Charges. The charge for such service shall be $.0327 per gallon for material treatment. Budd Company has assumed responsibility for transportation.

3. Escalation. In the event Rollins-Purle determines that operating costs so require, Rollins-Purle has the right to revise the fixed charges established in Section 2 on each anniversary of this Agreement with the consent of the Company. In the event the Company does not give its consent, Rollins-Purle shall have the right to terminate this Agreement upon thirty (30) days written notice to the Company.

4. Term. This Agreement will be effective for three years after the date of acccptance and thereafter from year to year provided that either party may terminate the contract at the end of the initial term or any succeeding term by giving the other party written notice at least sixty days before the end of that term.

5. Definition. The Industrial Waste Material covered by this Agreement shall be defined as "waste cooker liquor" which is a non-toxic, mildly pungent, dark brown, cloudy material which has been described in an analysis by R. P.-Logan dated August 27, 1970.

Rollins-Purle and its employees shall be entitled to refuse to remove any other substance which they have reasonable cause to believe to be toxic, explosive, inflammable or otherwise dangerous or the handling of which under arrangements made for collection and disposing of the Company's waste products might cause Rollins-Purle to incur any civil or criminal liability or the disposal of which might involve Rollins-Purle in unreasonable additional expense or the disruption of their working schedules or for any other reason whatsoever.

6. Warranty. The Company hereby warrants that the waste placed in containers leased hereunder and/or removed by Rollins-Purle will be Industrial Waste Material, as defined in Section 5, unless the Company has first given Rollins-Purle written notice that the waste will not be as defined and Rollins-Purle has agreed to remove such non-conforming waste, provided that nothing herein shall be construed to limit the right of Rollins-Purle to refuse to remove non-conforming waste. The Company will indemnify and hold harmless Rollins-Purle from any and all loss, damages, including damage or undue wear and tear to equipment, claims, suits or costs, including reasonable attorney's fees which shall arise or grow out of any injury to any person or persons or any property (including the person or property of the Company or its employees) caused by or resulting in any way from any breach of this warranty.

7. Terms of Payment. The terms are 1% discount for payment within ten days and thirty days net.

8. Liability for Personal Injury. The Company will be responsible for the safety of its own employees and of other persons entering upon its premises and will indemnify Rollins-Purle against all damages, costs, claims, demands and expenses in respect of operations under the arrangements between the parties and of the use of equipment supplied by Rollins-Purle except where the same are caused by the negligence of Rollins-Purle or any of its employees. Where the equipment supplied by Rollins-Purle is placed on the highway or other public place by the Company, the Company shall be responsible for taking all necessary measures for the safety of the public and the obligation of the Company to indemnify Rollins-Purle under this paragraph shall be extended accordingly.

9. The Company will be responsible for any and all costs of repairs necessitated by damage to Rollins-Purle's removal equipment not caused by Rollins-Purle or its employees which shall occur during the removal of waste from the plant site.

10. Indemnity. Rollins-Purle shall indemnify and hold the Company harmless from any and all liability for pollution or other damage which shall be caused by the Industrial Waste Material as the result of the negligence of any employee of Rollins-Purle. After the Industrial Waste Material has been received by Rollins-Purle pursuant to this Agreement, the material shall belong to Rollins-Purle and Rollins-Purle shall be entitled to recover any value the material may possess without any obligation of reimbursement to the Company.

11. Defaults. If, during the term of this Agreement or any extension thereof, Company shall become delinquent in settling its account or shall breach its warranty under Section 6 or shall violate any other provision of this Agreement, Rollins-Purle may at its option, terminate this Agreement, revise the terms

hereof, or suspend its performance hereunder until such delinquency, breach or violation has been corrected. In the event of termination by Rollins-Purle hereunder the Company shall remain liable for all unpaid amounts.

12. Miscellaneous. This Agreement constitutes the entire agreement between Rollins-Purle and the Company in respect to the services and equipment specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on Rollins-Purle unless it shall be in writing and signed by an authorized officer of Rollins-Purle. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

13. Acceptance. Rollins-Purle offers to furnish the services and lease the equipment described in this Agreement. If this Agreement has not been accepted within 30 days from the date set forth at the beginning hereof, it may be withdrawn or modified by Rollins-Purle.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the respective duly authorized representatives as of the day and year first above written.

BUDD COMPANY, POLYCHEM DIVISION

By:_____

Title:_____

Date:_____

ACCEPTED AND AGREED TO:

ROLLINS-PURLE, INC.

By: Edward Pinting Jr.

Title: President

Date: November 6, 1970

AR201138

To: Mr J. L. Hearn
Mr. J. A. Madison

12/4/70 Mr Zavarico ker - One year OK 750,000 gal OK

11/11/70

(1)

Subject: Liquid Waste Disposal
Rollins - Purle Inc. contract

Although we started hauling Cooper Liquor to Rollins-Purle's terminal in Wilmington on Sept. 21 they just delivered their proposed contract to us on Nov. 10. A copy of their letter of 10/30 and their contract is attached.

I have studied this contract and wish to make the following comments - going thru it paragraph by paragraph.

1. "Not less than 1,750,000 gal per year".

Taking 4 typical weeks in Sept. and Oct I got a total of 78,200 gal. - or rounding this off - 20,000 gal per week. For 52 wks. this would be 1,040,000 gal per year. I would recommend this lower limit be as low as 750,000 gal.

"May amend charges".

If we fall short in volume they reserve the right to raise the price.

2. "$.0377" per gallon.

This is the charge they told us verbally. Up until now they are charging us $.052 gal. Their letter of 10/29 says the price will be rolled

ARZ01139

back if we sign their contract.

Having asked them if they could lower this price. They say this is based on their costs to neutralize and "biotreat" our waste - that they can assure us long term service and not get cut off - that we are protected against the law and that their facilities and personnel are available to ~~them~~ us if we want them.

3. Escalation - "right to revise"

They reserve the right to increase prices

4. Term - "effective for three years"

Budd rules say we should not sign any contracts for a longer term than one year.

5. Definition - "refuse to remove = dangerous - might cause = liability"

Boy! are they protecting themselves?

6. Warranty - "indemnify and hold harmless Rollins-Purle:"

Why would we ever want to agree to this? We want contractors doing work for us to hold The Budd Co. harmless. We regularly require "contractual liability".

8. + 9. This would apply mostly if They were doing the hauling.

10. Indemnity - "hold us harmless from

liability for pollution"

For the most part this is a good clause for us — something we did not have with Tyson or Harry White.

11. & 12 Defaults & Misc.

Normal clauses.

13. acceptance

We must come to some decision within 30 days.

At the present time we have outstanding invoices from Rollins Purle amounting to about $6900.00 (on which there is a 1% cash discount for prompt payment) and we have not issued an order to them so that payment can be made.

Mr Zimmer, their rep who delivered this contract said they never wrote or would consider a contract for less than one year.

I would like some guidance and direction as to how to proceed with this.

My suggestions would be that we take advantage of Budd's legal dept. as we proceed with this — altho we will probably be going

back and forth for several months trying to get Rollins-Purle's lawyers to agree with our lawyers.

A second suggestion would be to issue an order using our purchase order form putting on some clauses like we have previously used for waste disposal and these along with the standard terms on the back of our P.O. would protect us fairly well. We could see if R-P would accept this.

Note that this contract refers to Cooker Liquor only. They have gotten samples and run tests on our other waste liquids. Their preliminary prices to treat these (subject to approval of their management) are as follows:

Resin Waste	.0447 gal.
Vulcoid Resin Waste	.0497 gal.
Vulcoid Caustic Waste	.0359 gal.

Let's talk about this.

Harry Fetlon

TRANSPORTATION CHARGES, IF SELLER'S PLANT, INCLUDE TRANS-
GES ON INVOICE AND ATTACH RE-
LL

BUDD COMPANY
POLYCHEM DIVISION
NEWARK, DELAWARE 19711

ORDER 53090

DATE	TERMS	F.O.B.	REG. NO.	ISSUING PLANT
12/21/70	1%		RJS 12/1	Bridgeport, Pa

TO

SHIPPING
Rollins-Purle Inc.
P.O. Box 2349
Wilmington, Del. 19899

SHIP TO
☐ NEWARK, DELAWARE 19711
☒ BRIDGEPORT, (MONT. CO.) PA. 19405
☐

THIS IS A BLANKET ORDER.

Change Order 9/20/71

ITEM	QUANTITY	DESCRIPTION		PRICE	UNIT
		Liquid Waste for year 1971.			
		To cover cost of accepting Liquid Industrial Waste Material for the period September 21, 1970 to September 20, 1971. Our quantity is to be not less than 600,000 gal. or greater than 3,500,000 gal. Budd Co. has assumed responsibilities for transportation. Our Liquid Waste consists of:			
		Cooker Liquor Waste		.0327	gal
		Resin (phenolic) waste		.0540	gal
		Vulcoid Caustic Waste		.0420	gal
		Vulcoid Resin Waste		.0600	gal
	53090	Representative samples of these materials have been submitted to you. [illegible] samples are	WASTE-DISP	est. 52,000.00	

AR201143

...E SELLER'S PLANT, INCLUDE TRANS-
...RGES ON INVOICE AND ATTACH PRE-
...ILL.

DUCO COMPANY
POLYCHEM DIVISION
NEWARK, DELAWARE 19711

[redacted]
53090

DATE	TERMS	F.O.B.	REG. NO.	ISSUING PLANT
12/21	1%		[redacted]	Bridgeport, Pa

TO

Rollins-Purle Inc.

SHIP TO

- ☐ NEWARK, DELAWARE 19711
- ☒ BRIDGEPORT, (MONT. CO.) PA. 19405
- ☐

ITEM	QUANTITY	DESCRIPTION		PRICE	UN
		determined these rates. It is understood that you will perform these services in full compliance with all existing local, state, and federal environmental control ordinances and shall indemnify and hold the Duco Co. harmless from any and all liability for pollution or other damage which shall be caused by our Industrial Waste Material. Confirming verbal order given to your Mr. D. Yeager by our Mr. H.L. Felton on 9/21/70.			

54105

COMMODITY FILE

...AY TRANSPORTATION CHARGES, IF ... F.O.B. SELLER'S PLANT, INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

THE Budd COMPANY
POLYCHEM DIVISION
NEWARK, DELAWARE 19711

PURCHASE ORDER
53090

DATE	TERMS	F.O.B.	REG. NO.	ISSUING PLANT
12/21/70	1%		RJS 12/1	Bridgeport, Pa.

TO Rollins-Purle Inc.
P.O. Box 2349
Wilmington, Del. 19899

(2)

SHIP TO
- ☐ NEWARK, DELAWARE 19711
- ☒ BRIDGEPORT, (MONT. CO.) PA. 19405
- ☐

THIS IS A BLANKET ORDER.

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT
		~~Liquid Waste for year 1971~~		
		To cover cost of accepting Liquid Industrial Waste Material for the period September 21,1970 to September 20, 1971. Our quantity is to be not less than 600,000 gal. or greater than 3,500,000 gal. Budd Co. has assumed responsibilities for transportation. Our Liquid Waste consists of:		
		Cooker Liquor Waste	.0327	gal.
		Resin (phenolic) waste	.0540	gal.
		Vulcoid Caustic Waste	.0420	gal.
		Vulcoid Resin Waste	.0600	gal.
		Representative samples of these materials have been submitted to you. From these samples you		

ACK.	SHIP DATE	AMOUNT	PLT.	ACCOUNT NO.	WORK CENTER	SHOP ORDER OR MILL ORDER NO.	INVENTORY CODE	APPROPRIATION REQUEST NO.

ALL DRUMS MUST BE MARKED OR STENCILLED WITH DATE OF SHIPMENT. DO NOT BILL PENNSYLVANIA SALES TAX. EXEMPT PURCHASER HOLDS A CURRENTLY VALID DIRECT PERMIT NUMBER 00286 AND WILL PAY PENNSYLVANIA SALES AND USE TAX DIRECTLY TO THE DEPARTMENT.

THE BUDD COMPANY-POLYCHEM DIVISION

BY _____

Budd part or code numbers shown on this order must appear on the material where possible, and on outside of crates, packages, etc.

Seller guarantees that it will comply with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, in producing the supplies or performing the services to be furnished hereunder. All invoices must contain certification stating full compliance with provisions of aforementioned Act.

The seller in accepting this order agrees to all the terms and conditions set forth on the face and reverse hereof, all of which are made part of this order.

TO THE BUDD COMPANY

We acknowledge receipt of and accept your original Purchase Order of which the above is a true and correct duplicate copy.

WE WILL SHIP THIS ORDER ON	FROM	VIA

SELLER'S NAME	ADDRESS
Rollins Purle Inc	3208 Concord Pike Wilm Del

PER	DATE
53090 T.T. McLaughlin	12/23/70

ACKNOWLEDGMENT—RETURN TO: THE BUDD COMPANY

AR201145

SHIPPING AND BILLING INSTRUCTIONS

1. Transportation charges on all shipments must be fully prepaid by Seller. If price does not include prepaid transportation, add such transportation charges to your invoice as a separate item and attach copy of freight bill. Place BUYER'S ORDER NUMBER on all invoices, bills of lading, memoranda and packages. Send copy of bill of lading, shipping memoranda and packing slip to The Budd Company at the address on the other side of this form. Failure to do so will delay payment of invoice. All shipments must be accompanied by PACKING SLIPS showing packing slip number, purchase order number, contents and weight. When invoicing, refer to packing slip number. Render separate invoice for each order, and specify cash discount.

2. The Seller, in accepting this order, agrees to allow the Buyer to make payment of invoices rendered by Seller, for the goods and services covered by such order, as follows:
1 - Discount Invoices

a. Dated 1st through the 15th—payable on the 25th of the current month.
b. Dated 16th through the final day of the month—payable on the 10th of the following month.

2 -- Net Invoices

a. Dated 1st through 15th—payable on the 10th of the following month.
b. Dated 16th through the final day of the month—payable on the 25th of the following month.

The payment period shall be calculated from the date acceptable invoices are received or the date the goods are received, whichever last occurs.

CONDITIONS

1. Title to all material subject to this purchase order shall remain with Seller until delivery at Buyer's Plant.

2. This is the entire agreement between the parties as respects items covered hereby and all modifications must be in writing. Reference in this order to Seller's quotation does not imply acceptance of any terms and conditions in such quotation. Any terms and conditions in such quotation which are in addition to or inconsistent with the terms and conditions contained in this order shall not be part of this agreement. This agreement is not assignable unless authorized in writing by the Buyer.

3. An acknowledgment which contains terms in addition to or inconsistent with the terms of this order, or a rejection or any term of this order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless acceptance thereof is made in writing to the Seller. However, performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms of this order.

4. This agreement is to be construed as though made in and to be performed in the Commonwealth of Pennsylvania and is to be governed by the laws of Pennsylvania in all respects without reference to the laws of any other state or nation.

5. The remedies herein reserved to Buyer shall be cumulative, and in addition to any other remedies provided by law. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach, or of such provision.

6. Unless specific delivery dates are provided in this purchase order, Seller shall not fabricate any of the supplies covered by this purchase order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to Seller by Buyer. Buyer shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. Buyer may from time to time change shipping schedules specified in this purchase order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

7a. Seller warrants that all items supplied hereunder do not and will not infringe any patents, United States or foreign, and agrees to protect Buyer or any party selling or using any such items acquired of Buyer from any and all losses, damages, and costs arising out of any and all alleged infringements or claims of infringement of any patent, copyright or trademark right of any party by reason of the sale or use of said items, either alone or in combination with other items, and will, after notice by Buyer, appear and defend at its own expense any suit or action at law or equity arising therefrom. Buyer shall be permitted to be represented by its own counsel in any such suit or action.

7b. Seller warrants that it is aware of the processes or combinations in which any and all items supplied hereunder are to be employed and grants to Buyer, or any party selling or using said items acquired of Buyer, a free and unrestricted license to employ those processes in which said items are used and to make and sell those combinations in which said items are used, to the extent that Seller and its principals or subsidiaries has the right to grant said license.

8. Seller warrants items supplied hereunder to conform to specifications, to be merchantable, of highest quality and workmanship, and free from defects, and Seller will indemnify Buyer against all liabilities for damages or injuries incurred by Buyer as a result of defective material or workmanship. Seller further warrants that he is aware of the intended use of the items covered in this order and warrants that all articles, material and work delivered by him to Buyer are suitable and in a suitable condition for such use.

9. Seller shall pay all charges for boxing or packing. If no price is specified on this order Buyer does not obligate itself to accept items charged at higher price than last previous similar purchase.

10. Payment for items shall not constitute acceptance, but all items shall be received subject to Buyer's inspection and rejection at Buyer's Plant.

11. Transportation and other charges arising from delivery, storage and return of defective, incorrect, or excess items are chargeable to the Seller. Any such items at the option of Buyer and upon notice to seller will be repaired by Buyer or returned to Seller for repair, in either case, at Seller's risk and expense. Items which are rejected and returned are not to be replaced without the prior written permission of the Buyer. In the event that return of the equipment to Seller is not practicable Seller will, at Buyer's request, make repairs at Buyer's Plant.

12. Buyer reserves the right to cancel all or any part of this order without liability except to pay the contract price for items delivered prior to notice of cancellation (1) if not filled within a reasonable time or in accordance with agreement, or (2) if Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, or if at any time in the Buyer's sole judgment the Seller's condition shall be such as to endanger performance.

13. Buyer reserves the right to cancel for any reason any undelivered portion of this order. Upon such termination, Buyer and Seller shall negotiate an equitable settlement on the following basis:
Buyer shall pay to Seller the following amounts without duplication:
1 - The purchase price for all items fully completed prior to effective date of termination and delivered in accordance with this purchase order.
2 - The actual costs incurred by Seller in accordance with this purchase order to the extent that such costs are reasonable in amount and are properly allocated, under generally accepted accounting practice, to the work performed under this purchase order prior to the effective date of termination.
3 - A reasonable profit based on such costs.
4 - In no event shall Buyer be liable for anticipated profits by reason of such termination.

All tools, dies, jigs, fixtures, patterns and other equipment necessary for producing items pursuant to this order, the cost of which shall have been paid by Buyer, shall be its property and shall be used for the production of goods for Buyer only. Seller shall be considered to have only temporary possession thereof and shall deliver all or any part thereof to Buyer upon demand. Seller at its own expense shall keep the same in working condition and fully insured for the benefit of Buyer at all times while in Seller's possession. Itemized tool lists must accompany all invoices. The Seller hereby grants to the Buyer the option of purchasing any additional tools which have been produced exclusively for the manufacture of the items covered by this purchase order, at the Seller's unamortized cost.

15. Any material furnished by Buyer (and not sold to Seller) in connection with this order shall be deemed as held by Seller upon consignment and Seller agrees to keep the same fully insured for the benefit of Buyer and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

16. If this order covers the performance of labor for Buyer, on Buyer's property, Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property arising out of performance of this order, including any legal fees or costs in connection therewith. Seller further agrees upon request to furnish a certificate from its insurance carriers showing that it carries adequate Workmen's Compensation, Public Liability and Property Damage insurance coverage (including Contractual Liability insurance applicable to this Purchase Order.) Certificate must show the amount of coverage, number of policy, and date of expiration. If Seller is a self-insurer, it will, if requested by Buyer, have the Department of Labor and Industry (or similar department) of the State in which such labor is to be performed, furnish certificate of same directly to Buyer. Seller further agrees to furnish upon request a Waiver of Lien and/or Release of Liens, in a form satisfactory to Buyer before any work is performed on Buyer's property.

17a. Seller shall not be liable for delays or defaults in furnishing supplies or services hereunder, and Buyer shall not be liable for failure to accept supplies or services hereunder, if such delays or defaults on the part of Seller, or such failure on the part of Buyer, is due to any contingency beyond its reasonable control irrespective of the nature thereof.

17b. If seller, however, for any reason does not substantially comply with Buyer's delivery schedule, Buyer at its option may either approve a revised delivery schedule or may terminate this order without liability to Seller on account thereof.

18. Buyer reserves the right at any time to make changes in drawings and specifications or to any material and/or work covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the contract shall be modified in writing accordingly.

19. Except as may be otherwise provided on the face of this purchase order, the purchase order price includes all applicable federal, state and local taxes in effect on the purchase order date. In case of new taxes or increased rates, or the repeal of taxes or reduction of rates, purchase order price shall be adjusted accordingly.

20. Buyer shall be entitled at any time to set off any sums owing by Seller to Buyer or to any of Buyer's affiliated companies, against sums payable by Buyer in connection with this purchase order.

21. This Purchase Order is issued to the Seller in reliance upon its personal performance of the duties imposed and by accepting same the Seller agrees not to assign this Order or delegate the performance of its duties hereunder, except for the procurement of raw materials and standard or commercial articles, without prior written consent of the Buyer. Failure to comply with the provisions in this paragraph shall effect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder.

SELLER MUST PREPAY TRANSPORTATION CHARGES, IF SHIPMENT IS F.O.B. SELLER'S PLANT, INCLUDE TRANSPORTATION CHARGES ON INVOICE AND ATTACH PREPAID FREIGHT BILL.

THE Budd COMPANY
POLYCHEM DIVISION
NEWARK, DELAWARE 19711

PURCHASE ORDER
53090

DATE	TERMS	F.O.B.	REQ. NO.	ISSUING PLANT
12/21	1%		RJS 1071	Bridgeport, Pa.

TO

Rollins-Purle Inc.

Page 2 of 2

SHIP TO

☐ NEWARK, DELAWARE 19711
☒ BRIDGEPORT, (MONT. CO.) PA. 19405
☐

ITEM	QUANTITY	DESCRIPTION		PRICE	UNIT
		determined these rates. It is understood that you will perform these services in full compliance with all existing local, state, and federal environmental control ordinances and shall indemnify and hold the Budd Co. harmless from any and all liability for pollution or other damage which shall be caused by our Industrial Waste Material. Confirming verbal order given to your Mr. D. Yeager by our Mr. H.L. Felton on 9/21/70.			

RECEIVED

K.	SHIP DATE	AMOUNT	PLT.	ACCOUNT NO.	WORK CENTER	SHOP ORDER OR MILL ORDER NO.	INVENTORY CODE	APPROPRIATION REQUEST NO.

ALL DRUMS MUST BE MARKED OR STENCILLED WITH DATE OF SHIPMENT. DO NOT BILL PENNSYLVANIA SALES TAX. EXEMPT PURCHASER HOLDS A CURRENTLY VALID DIRECT PERMIT NUMBER 00286 AND WILL PAY PENNSYLVANIA SALES AND USE TAX DIRECTLY TO THE DEPARTMENT.

THE BUDD COMPANY-POLYCHEM DIVISION

BY

Budd part or code numbers shown on this order must appear on the material where possible, and on outside of crates, packages, etc.

Seller guarantees that it will comply with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, in producing the supplies or performing the services to be furnished hereunder. All invoices must contain certification stating full compliance with provisions of aforementioned Act.

The seller in accepting this order agrees to all the terms and conditions set forth on the face and reverse hereof, all of which are made part of this order.

TO: THE BUDD COMPANY

We acknowledge receipt of and accept your original Purchase Order of which the above is a true and correct duplicate copy.

WE WILL SHIP THIS ORDER ON	FROM	VIA

SELLER'S NAME	ADDRESS

PER

54105 James T. McLaughlin

DATE

ACKNOWLEDGMENT—RETURN TO: THE BUDD COMPANY

SHIPPING AND BILLING INSTRUCTIONS

1. Transportation charges on all shipments must be fully prepaid by Seller. If price does not include prepaid transportation, add such transportation charges to your invoice and attach copy of freight bill. Place BUYERS ORDER NUMBER on all invoices, bills of lading, memoranda and packages. Send copy of bill of lading, shipping memorandum to The Budd Company at the address on the other side of this form. Failure to do so will delay payment of invoice. All shipments must be accompanied by PACKING SLIPS showing packing slip number, purchase order number, contents and weight. When invoicing, refer to packing slip number. Render separate invoice for each order, and specify cash discounts.

The Seller, in accepting this order, agrees to allow the Buyer to make payment of invoices rendered by Seller for the goods and services covered by such order, as follows:

1 - Discount Invoices

a. Dated 1st through the 15th—payable on the 25th of the current month.
b. Dated 16th through the final day of the month—payable on the 10th of the following month.

2 - Net Invoices

a. Dated 1st through 15th—payable on the 10th of the following month.
b. Dated 16th through the final day of the month—payable on the 25th of the following month.

The payment period shall be calculated from the date acceptable invoices are received or the date the goods are received, whichever last occurs.

CONDITIONS

1. Title to all material subject to this purchase order shall remain with Seller until delivery at Buyer's Plant.

2. This is the entire agreement between the parties as respects items covered hereby and all modifications must be in writing. Reference in this order to Seller's quotation does not imply acceptance of any terms and conditions in such quotation. Any terms and conditions in such quotation which are in addition to or inconsistent with the terms and conditions contained in this order shall not be part of this agreement. This agreement is not assignable unless authorized in writing by the Buyer.

3. An acknowledgment which contains terms in addition to or inconsistent with the terms of this order, or a rejection or any term of this order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless acceptance thereof is made in writing to the Seller. However, performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms of this order.

4. This agreement is to be construed as though made in and to be performed in the Commonwealth of Pennsylvania and is to be governed by the laws of Pennsylvania in all respects without reference to the laws of any other state or nation.

5. The remedies herein reserved to Buyer shall be cumulative, and in addition to any other remedies provided by law. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach, or of such provision.

6. Unless specific delivery dates are provided in this purchase order, Seller shall not fabricate any of the supplies covered by this purchase order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to Seller by Buyer. Buyer shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. Buyer may from time to time change shipping schedules specified in this purchase order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

7a. Seller warrants that all items supplied hereunder do not and will not infringe any patents, United States or foreign, and agrees to protect Buyer or any party selling or using any such items acquired of Buyer from any and all losses, damages, and costs arising out of any and all alleged infringements or claims of infringement of any patent, copyright or trademark right of any party by reason of the sale or use of said items, either alone or in combination with other items, and will, after notice by Buyer, appear and defend at its own expense any suit or action at law or equity arising therefrom. Buyer shall be permitted to be represented by its own counsel in any such suit or action.

7b. Seller warrants that it is aware of the processes or combinations in which any and all items supplied hereunder are to be employed and grants to Buyer, or any party selling or using said items acquired of Buyer, a free and unrestricted license to employ those processes in which said items are used and to make and sell those combinations in which said items are used, to the extent that Seller and its principals or subsidiaries has the right to grant said license.

8. Seller warrants items supplied hereunder to conform to specifications, to be merchantable, of highest quality and workmanship, and free from defects, and Seller will indemnify Buyer against all liabilities for damages or injuries incurred by Buyer as a result of defective material or workmanship. Seller further warrants that he is aware of the intended use of the items covered in this order and warrants that all articles, material and work delivered by him to Buyer are suitable and in suitable condition for such use.

9. Seller shall pay all charges for boxing or packing. If no price is specified on this order Buyer does not obligate itself to accept items charged at higher price than last previous similar purchase.

10. Payment for items shall not constitute acceptance, but all items shall be received subject to Buyer's inspection and rejection at Buyer's Plant.

11. Transportation and other charges arising from delivery, storage and return of defective, incorrect, or excess items are chargeable to the Seller. Any such items at the option of Buyer and upon notice to seller will be repaired by Buyer or returned to Seller for repair, in either case, at Seller's risk and expense. Items which are rejected and returned are not to be replaced without the prior written permission of the Buyer. In the event that any of the equipment to Seller is not practicable Seller will, at Buyer's request, make repairs at Buyer's Plant.

12. Buyer reserves the right to cancel all or any part of this order without liability except to pay the contract price for items delivered prior to notice of cancellation (1) if not filled within a reasonable time or in accordance with agreements or (2) if Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller, or if at any time in the Buyer's sole judgment the Seller's condition shall be such as to endanger performance.

Buyer reserves the right to cancel for any reason any undelivered portion of this order. Upon such termination, Buyer and Seller shall negotiate an equitable settlement on the following basis: Buyer shall pay to Seller the following amounts without duplication:
1 - The purchase price for all items fully completed prior to effective date of termination and delivered in accordance with this purchase order.
2 - The actual costs incurred by Seller in accordance with this purchase order to the extent that such costs are reasonable in amount and are properly allocated, under generally accepted accounting practice, to the work performed under this purchase order prior to the effective date of termination.
3 - A reasonable profit based on such costs.
4 - In no event shall Buyer be liable for anticipated profits by reason of such termination.

14. All tools, dies, jigs, fixtures, patterns and other equipment necessary for producing items pursuant to this order, the cost of which shall have been paid by Buyer, shall be its property and shall be used for the production of goods for Buyer only. Seller shall be considered to have only temporary possession thereof and shall deliver all or any part thereof to Buyer upon demand. Seller at its own expense shall keep the same in working condition and fully insured for the benefit of Buyer at all times while in Seller's possession. Itemized tool lists must accompany all invoices. The Seller hereby grants to the Buyer the option of purchasing any additional tools which have been produced exclusively for the manufacture of the items covered by this purchase order, at the Seller's unamortized cost.

15. Any material furnished by Buyer (and not sold to Seller) in connection with this order shall be deemed as held by Seller upon consignment and Seller agrees to keep the same fully insured for the benefit of Buyer and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

16. If this order covers the performance of labor for Buyer, on Buyer's property, Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property arising out of performance of this order, including any legal fees or costs in connection therewith. Seller further agrees, upon request to furnish a certificate from its insurance carriers showing that it carries adequate Workmen's Compensation, Public Liability and Property Damage insurance coverage (including Contractual Liability insurance applicable to this Purchase Order). Certificate must show the amount of coverage, number of policy, and date of expiration. If Seller is a self-insurer, it will, if requested by Buyer, have the Department of Labor and Industry (or similar department) of the State in which such labor is to be performed, furnish certificate of same directly to Buyer. Seller further agrees to furnish upon request a Waiver of Liens and/or Releases of Liens, in a form satisfactory to Buyer before any work is performed on Buyer's property.

17a. Seller shall not be liable for delays or defaults in furnishing supplies or services hereunder, and Buyer shall not be liable for failure to accept supplies or services hereunder, if such delays or defaults on the part of Seller, or such failure on the part of Buyer, is due to any contingency beyond its reasonable control irrespective of the nature thereof.

17b. If seller, however, for any reason does not substantially comply with Buyer's delivery schedule, Buyer at its option may either approve a revised delivery schedule or may terminate this order without liability to Seller on account thereof.

18. Buyer reserves the right at any time to make changes in drawings and specifications as to any material and/or work covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the contract shall be modified in writing accordingly.

19. Except as may be otherwise provided on the face of this purchase order, the purchase order price includes all applicable federal, state and local taxes in effect on the purchase order date. In case of new taxes or increased rates, or the repeal of taxes or reduction of rates, purchase order price shall be adjusted accordingly.

20. Buyer shall be entitled at any time to set off any sums owing by Seller to Buyer or to any of Buyer's affiliated companies, against sums payable by Buyer in connection with this purchase order.

21. This Purchase Order is issued to the Seller in reliance upon its personal performance of the duties imposed and by accepting same the Seller agrees not to assign this Order or delegate the performance of its duties hereunder, except for the procurement of raw materials and standard or commercial articles, without prior written consent of the Buyer. Failure to comply with the provisions in this paragraph shall effect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder.

December 21, 1970

Polychem - Bridgeport

H L Felton
Purchasing Agent

Mr. John Hoover, Newark

SUBJECT: Rollins-Purle Inc.
Liquid Waste Disposal

Confirming our telephone conversation, it was agreed that you would get a check issued promptly to Rollins-Purle Inc. from the Imprest Fund if a purchase order was forwarded to you Otherwise, Rollins-Purle are going to refuse accepting our Cooker Liquor. You felt a check could get off on Monday, December 28, and that is the promise I gave R-P

I am writing this memo to explain that we get a Cooker Liquor rate of $ .0327/gal. by agreeing to a year's contract. Because of the circumstances, I had in mind paying the following invoices without taking the 1% cash discount. Starting with December invoices we should take the discount.

INVOICE NO.	DATE
579	9/30/70
598	10/13/70
626	10/20/70
643	10/26/70
691	10/30/70
714	11/12/70
815	11/30/70

Taking this total gallonage at $ .0327, I got a total of $5,415.12 which I believe we owe R-P up until the end of November Please check my arithmetic.

H. L. Felton

HLF/emk

Polychem/Bridgeport

December 3, 1970

J. L. Hearn

Plant Manager

Mr. J. A. Madison
Mr. W. P. Logan

cc: Mr. H. L. Felton
Mr. J. C. Collins

SUBJECT: Cooker Liquor Disposal Program

It is very important that we resolve the situation with the Rollins-Purle and/or the City of Philadelphia or the Borough of Bridgeport.

I would like Mr. Madison to report the status with the City of Philadelphia and Mr. Logan to do the same with the Borough of Bridgeport with whom he is dealing.

Mr. Felton is anxious to resolve the contract with Purle and I likewise so that we can at least see a more favorable rate during the next six months.

We have already been working with Purle going on the third month. It would seem that we should try to get a shorter contract than one year - perhaps six more months which would at least allow us a rebate on the money already spent to date with Purle.

This is less than they have indicated they wish to entertain, but I would hope that we will be able to resolve one of the other sources by mid 1971.

J. L. Hearn

JLH/alt

Rollins-Purle, Inc.

Another of the Rollins International Companies

P O Box 2349, Wilmington, Delaware 19899 • 302/478-5150

(19)

December 23, 1970

Budd Company, Polychem Div.
Front & Ford Streets
Bridgeport, Pennsylvania

Attention: Mr. Harry Felton

Dear Mr. Felton:

Attached please find signed acknowledgement of your purchase order covering the disposal of liquid waste for the period of 9/21/70 - 9/21/71. We will accept your purchase order as an operational document during the interim period of time which it takes you to have our contract signed by your management.

We will operate under the purchase order for the month of January but do expect to have signed and sent to us as soon as possible the Rollins-Purle contract.

I note that the volumes covered by your purchase order are less than the volumes of the original contract. Please feel free to change the original contract volumes to match those of your purchase order.

We require the Rollins-Purle contract due to the fact that it is much more descriptive of the material that we are handling and spells out our specifications to you as well as the requirements of you.

Thanking you for your cooperation in this matter, I remain,

Sincerely,

ROLLINS-PURLE, INC.

James J. McLaughlin
Marketing Director

ndr
Enclosure

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~~Mr. J. J. Hearn~~

Rollins-Purle, Inc.

Another of the Rollins International Companies

P. O. Box 2349, Wilmington, Delaware 19899 • 302/478-5150

December 23, 1970

Budd Company, Polychem Div.
Front & Ford Streets
Bridgeport, Pennsylvania

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Thanking you for your cooperation in this matter, I remain,

Sincerely,

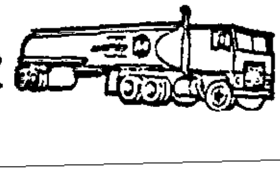
ROLLINS-PURLE, INC.

James J. McLaughlin
James J. McLaughlin
Marketing Director

Shall I arrange to send the contract to Hunting Park and have them review this?
J. J. Felton
1/4

ndr
Enclosure

AR201152



FORM 118

INTER-OFFICE CORRESPONDENCE

The Bott Company

Polychem/Bridgeport
(PLANT/OFFICE)

DATE: December 21, 1970

FROM: J. L. Hearn

TITLE AND/OR OFFICE: Plant Manager

TO: Mr. Harry Felton
Bridgeport Office

cc: Mr. J. C. Collins
Mr. F. B. Mann
Mr. J. J. Kelly
Mr. E. C. Loughin
Mr. W. P. Logan

SUBJECT: Cooker Liquor Disposal Program
Rollins-Purle

(20)

This is your authority to negotiate the Rollins-Purle contract for the calendar period to end September 20, 1971.

On the basis of negative leads from the City of Philadelphia and of preliminary information from the Borough of Bridgeport, it appears that we will be lucky at best to be able to consider any other arrangement before late second quarter.

With these facts before us we must protect our situation with Rollins-Purle and obtain the minimum $.0327 per gal. rate which will be applicable to the quantities shipped to date.

By copy of this to Mr. Mann, I am requesting immediate release of payment for the invoices on hand at this rate. Mr. Felton will notify Rollins-Purle verbally that he has clearance to pay these bills so we can continue to haul.

J. L. Hearn

JLH/alt

AR201153

Rollins-Purle, Inc.

Another of the Rollins International Companies

P. O. Box 2349, Wilmington, Delaware 19899 • 302/476-5150

December 9, 1970

Budd Company, Polychem Division
Bridgeport, Pennsylvania

ATTENTION: Mr. Harry Felton

RE: Removal of (1) Vulcoid Resin Waste, (2) Resin Waste and (3) Vulcoid Caustic Waste RP-585

Dear Mr. Felton:

Based upon our correspondence and the analyses of your wastes by the Rollins-Purle technical staff, Rollins-Purle, Inc., is pleased to propose the following:

An indemnified service for the transportation and ultimate legal disposal of vulcoid resin waste in the expected volume of 75,000 gallons per year, resin waste, unknown volume and vulcoid caustic waste in the expected volume of 130,000 gallons per year.

TREATMENT CHARGE. . . . (1) 6.0 ¢ per gallon - VULCOID RESIN WASTE
(2) 5.4 ¢ per gallon RESIN (DEPT) WASTE
(3) 4.2 ¢ per gallon VULCOID CAUSTIC WASTE

TRANSPORTATION CHARGE . . . $106.00 per 40,000 lbs load

Explicit in this charge is the requirement for loading by the customer in one hour or less.

The above-mentioned services will be performed in a professional manner and in full compliance with all existing environmental control ordinances germain to the material and the area.

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AR201154

This proposal will be considered active for a period of thirty days. If more time is required for a final decision, I would appreciate notification to that effect.

It is our hope that this proposal meets with your acceptance. However, if any questions should arise, please do not hesitate to contact me immediately.

Looking forward to your valued business.

cc: Mr J.L Hearn
Mr J.A. Madison

Sincerely,

ROLLINS-PURLE, INC.

Dennis M. Zimmer
Marketing Representative

ndr

Rollins-Purle, Inc.

Another of the Rollins International Companies

P. O. Box 2349, Wilmington, Delaware 19899 • 302/478-5150

October 29, 1970

Budd Company
Polychem Division
Front and Ford Streets
Bridgeport, Pennsylvania

Attention: Mr. Harry Felton
RE: Disposal of Waste Cooker Liquor

Dear Mr. Felton:

As discussed in our initial conversations, Rollins-Purle is willing to charge all previous service on the basis of the contract pricing if a contract agreement can be reached within thirty days.

Enclosed is a copy of our standard service agreement. Please indicate to Rollins-Purle as soon as possible the acceptability of this agreement.

I am looking forward to servicing Budd Company as a valued customer. If any questions arise, please contact me personally.

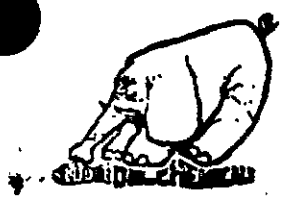
Sincerely,

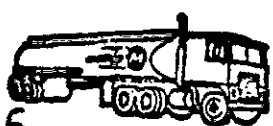
ROLLINS-PURLE, INC.

Dennis M. Zimmer

Dennis M. Zimmer

ndr
Enclosure





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AGREEMENT made this day of , 1970, by and between ROLLINS-PURLE, INC., 3208 Concord Pike, Wilmington, Delaware, a Delaware corporation hereinafter referred to as Rollins-Purle, and BUDD COMPANY, POLYCHEM DIVISION, a Pennsylvania corporation hereinafter referred to as Company. The parties hereto agree as follows:

1. Removal of Industrial Waste Material. Rollins-Purle will undertake to accept Industrial Waste Material provided that the amount of such material shall not be greater than 5,250,000 gallons or less than 1,750,000 gallons per year. Rollins-Purle will exercise its best efforts to accept all such material, but will not be liable for damages that result from its failure to do so.

If the amount of such material shall exceed the upper limit or fall short of the lower limit for a period of twelve weeks, Rollins-Purle may amend the schedule of charges in paragraph 2.

2. Charges. The charge for such service shall be $.0327 per gallon for material treatment. Budd Company has assumed responsibility for transportation.

3. Escalation. In the event Rollins-Purle determines that operating costs so require, Rollins-Purle has the right to revise the fixed charges established in Section 2 on each anniversary of this Agreement with the consent of the Company. In the event the Company does not give its consent, Rollins-Purle shall have the right to terminate this Agreement upon thirty (30) days written notice to the Company.

4. Term. This Agreement will be effective for three years after the date of acceptance and thereafter from year to year provided that either party may terminate the contract at the end of the initial term or any succeeding term by giving the other party written notice at least sixty days before the end of that term.

Rollins-Purle, Inc.

Another of the Rollins International Companies

P. O. Box 2349, Wilmington, Delaware 19899 • 302/478-5150

October 29, 1970

Budd Company
Polychem Division
Front and Ford Streets
Bridgeport, Pennsylvania

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RE: Disposal of Waste Cooker Liquor

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I am looking forward to servicing Budd Company as a valued customer. If any questions arise, please contact me personally.

Sincerely,

ROLLINS-PURLE, INC.

Dennis M. Zimmer

Dennis M. Zimmer

ndr
Enclosure

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5. Definition. The Industrial Waste Material covered by this Agreement shall be defined as "waste cooker liquor" which is a non-toxic, mildly pungent, dark brown, cloudy material which has been described in an analysis by R. P.-Logan dated August 27, 1970.

Rollins-Purle and its employees shall be entitled to refuse to remove any other substance which they have reasonable cause to believe to be toxic, explosive, inflammable or otherwise dangerous or the handling of which under arrangements made for collection and disposing of the Company's waste products might cause Rollins-Purle to incur any civil or criminal liability or the disposal of which might involve Rollins-Purle in unreasonable additional expense or the disruption of their working schedules or for any other reason whatsoever.

6. Warranty. The Company hereby warrants that the waste placed in containers leased hereunder and/or removed by Rollins-Purle will be Industrial Waste Material, as defined in Section 5, unless the Company has first given Rollins-Purle written notice that the waste will not be as defined and Rollins-Purle has agreed to remove such non-conforming waste, provided that nothing herein shall be construed to limit the right of Rollins-Purle to refuse to remove non-conforming waste. The Company will indemnify and hold harmless Rollins-Purle from any and all loss, damages, including damage or undue wear and tear to equipment, claims, suits or costs, including reasonable attorney's fees which shall arise or grow out of any injury to any person or persons or any property (including the person or property of the Company or its employees) caused by or resulting in any way from any breach of this warranty.

7. Terms of Payment. The terms are 1% discount for payment within ten days and thirty days net.

8. Liability for Personal Injury. The Company will be responsible for the safety of its own employees and of other persons entering upon its premises and will indemnify Rollins-Purle against all damages, costs, claims, demands and expenses in respect of operations under the arrangements between the parties and of the use of equipment supplied by Rollins-Purle except where the same are caused by the negligence of Rollins-Purle or any of its employees. Where the equipment supplied by Rollins-Purle is placed on the highway or other public place by the Company, the Company shall be responsible for taking all necessary measures for the safety of the public and the obligation of the Company to indemnify Rollins-Purle under this paragraph shall be extended accordingly.

9. The Company will be responsible for any and all costs of repairs necessitated by damage to Rollins-Purle's removal equipment not caused by Rollins-Purle or its employees which shall occur during the removal of waste from the plant site.

10. Indemnity. Rollins-Purle shall indemnify and hold the Company harmless from any and all liability for pollution or other damage which shall be caused by the Industrial Waste Material as the result of the negligence of any employee of Rollins-Purle. After the Industrial Waste Material has been received by Rollins-Purle pursuant to this Agreement, the material shall belong to Rollins-Purle and Rollins-Purle shall be entitled to recover any value the material may possess without any obligation of reimbursement to the Company.

11. Defaults. If, during the term of this Agreement or any extension thereof, Company shall become delinquent in settling its account or shall breach its warranty under Section 6 or shall violate any other provision of this Agreement, Rollins-Purle may at its option, terminate this Agreement, revise the terms

hereof, or suspend its performance hereunder until such delinquency, breach or violation has been corrected. In the event of termination by Rollins-Purle hereunder the Company shall remain liable for all unpaid amounts.

12. Miscellaneous. This Agreement constitutes the entire agreement between Rollins-Purle and the Company in respect to the services and equipment specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on Rollins-Purle unless it shall be in writing and signed by an authorized officer of Rollins-Purle. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

13. Acceptance. Rollins-Purle offers to furnish the services and lease the equipment described in this Agreement. If this Agreement has not been accepted within 30 days from the date set forth at the beginning hereof, it may be withdrawn or modified by Rollins-Purle.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the respective duly authorized representatives as of the day and year first above written.

BUDD COMPANY, POLYCHEM DIVISION

By:_____

Title:_____

Date:_____

ACCEPTED AND AGREED TO:

ROLLINS-PURLE, INC.

By: Edward Tinkey Jr.

Title: President

Date: November 6, 1970